

AGENCY SERVICES AGREEMENT

This Agency Services Agreement ("Agreement") is made and entered into on [DATE], by and between:

Agency: [AGENCY NAME], with a principal place of business at [AGENCY ADDRESS] ("Agency")

and

Client: [CLIENT NAME], with a principal place of business at [CLIENT ADDRESS] ("Client")

Collectively referred to as the "Parties."

1. Services

1.1 Agency agrees to provide the following services to Client (the "Services"): [DESCRIPTION OF SERVICES, e.g., social media management, marketing strategy, content creation, advertising campaigns]

1.2 Any additional services outside the scope described above must be agreed to in writing and may be subject to additional fees.

2. Term

2.1 This Agreement begins on [START DATE] and continues until [END DATE], unless terminated earlier in accordance with Section 8.

2.2 This Agreement may be renewed by mutual written consent of both Parties.

3. Fees and Payment

3.1 Client agrees to pay Agency a fee of [AMOUNT] for the Services, payable as follows: [PAYMENT SCHEDULE, e.g., monthly retainer, upon completion of milestones, upfront deposit of [PERCENTAGE]%]

3.2 Invoices are due within [NUMBER] days of receipt. Late payments may incur a fee of [LATE FEE AMOUNT OR PERCENTAGE] per month.

3.3 Client is responsible for any third-party costs, including but not limited to advertising spend, software licenses, or stock media, unless otherwise agreed in writing.

4. Client Responsibilities

4.1 Client agrees to provide Agency with timely access to necessary materials, information, approvals, and feedback required to perform the Services.

4.2 Delays caused by Client's failure to provide required materials may extend project timelines accordingly.

5. Intellectual Property

5.1 Upon full payment, Agency grants Client ownership of all final deliverables created specifically for Client under this Agreement.

5.2 Agency retains ownership of any pre-existing tools, templates, or proprietary processes used to perform the Services.

5.3 Agency may showcase completed work in its portfolio or marketing materials unless Client requests otherwise in writing.

6. Confidentiality

6.1 Both Parties agree to keep confidential any proprietary or sensitive information disclosed during the course of this Agreement.

6.2 This obligation survives termination of this Agreement for a period of [NUMBER] years.

7. Independent Contractor Relationship

7.1 Agency is an independent contractor and not an employee, partner, or joint venturer of Client.

7.2 Agency is solely responsible for its own taxes, insurance, and business expenses.

8. Termination

8.1 Either Party may terminate this Agreement with [NUMBER] days' written notice.

8.2 In the event of termination, Client agrees to pay for all Services performed up to the termination date.

8.3 Either Party may terminate immediately if the other Party breaches a material term of this Agreement and fails to remedy the breach within [NUMBER] days of written notice.

9. Limitation of Liability

9.1 Agency's total liability under this Agreement shall not exceed the total fees paid by Client in the [NUMBER]-month period preceding the claim.

9.2 Agency is not liable for indirect, incidental, or consequential damages arising from the Services.

10. Dispute Resolution

10.1 Any disputes arising from this Agreement shall first be addressed through good-faith negotiation between the Parties.

10.2 If unresolved, disputes shall be settled through [MEDIATION/ARBITRATION/COURT] in [JURISDICTION].

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without regard to conflict of law principles.

12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, agreements, or representations, whether written or oral.

13. Amendments

Any amendments to this Agreement must be made in writing and signed by both Parties.

14. Signatures

By signing below, the Parties agree to the terms and conditions outlined in this Agreement.

Agency:

Signature: _____

Name: [AGENCY REPRESENTATIVE NAME]

Title: [TITLE]

Date: [DATE]

Client:

Signature: _____

Name: [CLIENT REPRESENTATIVE NAME]

Title: [TITLE]

Date: [DATE]