

MARKETING CONSULTANT AGREEMENT

Location: _____ Effective Date: _____

Parties:

Consultant Name: _____

Consultant Address: _____

Client Name: _____

Client Address: _____

Recitals:

WHEREAS, the Client desires to engage the Consultant to provide marketing consulting services in accordance with the terms and conditions set forth in this Agreement; and WHEREAS, the Consultant has the qualifications, experience, and ability to provide such services; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Scope of Services

Consultant agrees to provide marketing consulting services (the "Services") as described in Exhibit A attached hereto and incorporated herein by reference. Consultant shall perform the Services in a professional and timely manner.

2. Term

The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party as provided herein.

3. Compensation

Client shall pay Consultant fees as set forth in Exhibit B attached hereto. Payments shall be made within thirty (30) days of receipt of an invoice from Consultant. Late payments shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is lower.

4. Expenses

Consultant shall be reimbursed for reasonable pre-approved expenses incurred in connection with performing the Services. Consultant shall submit receipts or other documentation for all reimbursable expenses.

5. Independent Contractor

Consultant is an independent contractor and not an employee, partner, or agent of Client. Consultant shall have no authority to bind Client or incur any obligation on Client's behalf.

6. Confidentiality

Consultant agrees to keep confidential and not disclose to any third party any proprietary or confidential information received from Client during the term of this Agreement and thereafter, except as required by law.

7. Intellectual Property

All materials, work products, reports, and deliverables produced by Consultant in connection with the Services shall be the sole property of Client. Consultant hereby assigns all right, title, and interest in such materials to Client.

8. Warranties

Consultant represents and warrants that the Services shall be performed in a professional and workmanlike manner in accordance with industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

9. Indemnification

Consultant agrees to indemnify, defend, and hold harmless Client, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of Consultant's gross negligence or willful misconduct in performing the Services.

10. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Termination

Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party. Upon termination, Client shall pay Consultant for all Services performed and reimbursable expenses incurred through the date of termination.

12. Return of Property

Upon termination or expiration of this Agreement, Consultant shall promptly return all Client property, documents, and confidential information in Consultant's possession.

13. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall solicit for employment any employee or independent contractor of the other party without prior written consent.

14. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties agree that exclusive venue for any disputes arising under this Agreement shall be in the state or federal courts located in _____ County, _____.

15. Dispute Resolution

The parties agree to attempt in good faith to resolve any disputes arising out of this Agreement through negotiation. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

16. Entire Agreement

This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written.

17. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

18. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions.

19. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail return receipt requested, nationally recognized overnight courier, or electronic means with confirmation, to the addresses set forth above or as designated by notice.

21. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, or governmental actions.

22. Assignment

Neither party may assign or transfer this Agreement or its rights hereunder without the prior written consent of the other party, except to a successor in interest of the entire business and assets.

23. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

24. Headings

Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

25. Compliance with Laws

Consultant shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing the Services.

26. No Conflict

Consultant represents that the execution and performance of this Agreement does not violate any other agreement or obligation to which Consultant is bound.

27. Insurance

Consultant shall maintain at its expense appropriate insurance coverage, including general liability and professional liability insurance, with limits customary for the industry.

28. Independent Legal Counsel

Each party acknowledges that it has had the opportunity to consult with independent legal counsel regarding this Agreement.

CONSULTANT'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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