

SIMPLE ADVERTISING CONTRACT

Advertiser: _____ Contact: _____

Advertising Agency:

Agency Name: _____

Address: _____

Phone/Email: _____

Advertising Campaign Details:

Campaign Name: _____

Description: _____

Advertising Schedule and Delivery:

Start Date: _____ End Date: _____

Delivery Method / Media: _____

Payment Terms:

Total Fee: _____ USD

Payment Schedule: _____

1. Scope of Services

The Agency agrees to provide advertising services as described in this Contract, including the creation, placement, and delivery of advertisements as specified. The Agency shall perform the services with reasonable skill and care in accordance with industry standards.

2. Advertiser Responsibilities

The Advertiser shall provide all necessary materials, information, and approvals required for the Agency to perform services in a timely manner. The Advertiser warrants that all materials provided do not infringe on any third party rights.

3. Advertising Content Approval

The Advertiser has the right to review and approve all advertising content before publication. The Agency shall not publish any advertisement without the Advertiser's express prior written consent.

4. Payment Terms

The Advertiser shall pay the Agency the agreed fees in accordance with the Payment Schedule above. Late payments shall bear interest at the maximum rate permitted by law. All payments are non-refundable except as otherwise expressly stated.

5. Term and Termination

This Contract shall remain in effect for the duration of the Advertising Schedule specified. Either party may terminate this Contract upon written notice if the other party materially breaches any term and fails to cure such breach within a reasonable period.

6. Intellectual Property

All intellectual property rights in the advertising materials created by the Agency shall remain the property of the Agency until full payment is received, at which point rights shall transfer to the Advertiser. The Advertiser grants the Agency a license to use materials provided to fulfill this Contract.

7. Confidentiality

Both parties agree to keep confidential any proprietary information received from the other party during the term of this Contract and not to disclose it to any third parties except as required by law or with prior written consent.

8. Indemnification

Each party agrees to indemnify and hold harmless the other party against any claims, damages, liabilities, and expenses arising out of any breach of this Contract or negligence in performing obligations herein.

9. Limitation of Liability

Except for damages resulting from gross negligence or willful misconduct, neither party shall be liable for indirect, incidental, consequential, or punitive damages arising out of this Contract.

10. Governing Law and Dispute Resolution

This Contract shall be governed by and construed in accordance with the laws of the United States and the applicable state law. Any disputes shall be resolved through mediation followed by binding arbitration if mediation fails.

11. Entire Agreement

This Contract, including any attachments or exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written.

12. Amendments

Any modification or amendment to this Contract must be in writing and signed by authorized representatives of both parties.

13. Notices

All notices under this Contract shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses set forth above or such other address as either party may designate.

14. Force Majeure

Neither party shall be liable for failure or delay in performing obligations caused by events beyond their reasonable control, including but not limited to natural disasters, acts of government, or labor disputes.

15. Assignment

Neither party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other party.

16. Severability

If any provision of this Contract is found to be invalid or unenforceable, the remainder of the Contract shall remain in full force and effect.

17. Independent Contractor

The Agency is an independent contractor, and nothing in this Contract shall be construed to create a partnership, joint venture, or employment relationship.

18. Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in performing their obligations under this Contract.

19. Waiver

Failure to enforce any provision of this Contract shall not constitute a waiver of any other provision or subsequent breach.

20. Counterparts and Electronic Signatures

This Contract may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same legal effect as original signatures.

ADVERTISER SIGNATURE

AGENCY SIGNATURE

Signature: _____

Signature: _____

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