



# PROPOSAL KIT SAMPLE

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## ADVERTISING AND PROMOTION AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

### Recitals

Customer and Company desire to exchange advertising and links, and cross-promote one another using a variety of marketing and advertising services (the "Services") as set forth in Exhibit B.

### Agreements

In consideration of the mutual covenants set forth in this Agreement, Company and Customer hereby agree as follows:

#### 1. Advertising and Promotion.

Customer shall arrange for the placement of advertising and promotion of Company and agrees to fulfill the following duties:

<< Insert specific partnership duties and arrangements here. >>

#### 2. Specification and Services Completion.

"Marketing Material" shall mean any programming, coding, graphic design, linking, or other collateral required by either party to fulfill its obligations under the Specifications.

Both parties will use reasonable diligence in the development of the Advertising and Marketing Material and endeavor to complete all agreed upon Specifications outlined in Exhibit B no later than <<StartDate>>. Both parties acknowledge that this delivery deadline listed in Exhibit B, shall be an estimate, and is not a required delivery date. Both Customer and Company shall retain all intellectual property rights in any logos,

Company Initials \_\_\_\_\_ Customer Initials \_\_\_\_\_

graphics, text, images or other components owned and transmitted to either party for use in fulfillment or creation of Specifications or Services.

### **3. Compensation.**

For all of Company's Services under this Agreement, Customer shall compensate Company in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Company has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement; (2) withhold all materials, Services, and creative content administered by Company on behalf of Customer; (3) bring legal action.

### **4. Confidentiality.**

Customer and Company acknowledge and agree that the Specifications and all other documents and information related to the engagement of marketing or advertisement development (the "Confidential Information") will constitute valuable trade secrets of each party. Both parties shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without the other's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public in any advertising medium or channel.

### **5. General Provisions.**

#### **5.1 Entire Agreement.**

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

#### **5.2 Governing Law.**

This Agreement shall be governed by and construed in accordance with

Company Initials \_\_\_\_\_ Customer Initials \_\_\_\_\_

the laws of the State of <<State>>. Exclusive jurisdiction and venue shall be in the <<County>> County, <<State>> Superior Court.

### 5.3 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, provided that neither party assigns any of their obligations under this Agreement without the other's prior written consent.

## DEMO CONTRACT

**This demo contract has been truncated. The complete 3 page editable version of this document is available in the Contract Pack template collections**

<https://www.proposalkit.com/html/legal-contract-templates/advertising-marketing-contracts/advertising-promotion-contract.htm>

**Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.**

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This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

