



# PROPOSAL KIT SAMPLE

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## EMAIL MARKETING AND CAMPAIGN MANAGEMENT AGREEMENT

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

### Recitals

- A. Agency is in the business of providing email marketing and email campaign management services for a fee.
- B. Customer desires to have Agency render certain email marketing and campaign management services (the "Services") as set forth in Exhibit B.
- C. Agency desires to render email marketing and campaign management services as set forth in Exhibit B.

### Agreements

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

#### 1. Engagement of Services.

Agency agrees to render to Customer services in connection with the planning, preparing, and creation of an Email Marketing Campaign, including:

- a) Create design mockups and comps for all creative materials or content to be used, with Customer approval, in Email Marketing Campaigns.
- b) Create different types of content "templates" such as HTML, Flash, Rich Media, Text, AOL-Text, or Lotus Notes specific content templates.
- c) Develop advertising ideas and creative content for Customer for approval for use in email marketing programs.
- d) Prepare estimates of costs and expenses associated with idea and content development and present them to Customer for approval.

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- e) Design, contract, or otherwise arrange for the preparation or programming of response tracking, open rates, click-through rates, bounce handling, blocked-email tracking, black and white list handling, ROI tracking, response devices, alternate content delivery, auto responders, opt-out, forward to a friend, campaign management tools, analytic tools, predictive modeling, or any other related service or device that the Customer may request.
- f) Provide proofing and editing services on behalf of Customer to check for accuracy, completeness, adherence to specifications and Customer branding in all forms of contracted advertising that Agency handles on behalf of Customer.
- g) Audit all invoices and expenses provided by third party vendors to ensure accuracy.
- h) Provide other services as Customer may request from time to time, such as content creation, assistance to Customer's staff and employees, market research, analysis, or additional project consulting.
- i) Execute all other advertising and marketing services or campaign management as agreed upon in Exhibit B.

## **2. Specifications.**

Agency agrees to develop the advertising and consulting services pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

## **3. Services Completion.**

Agency will use reasonable diligence in the development of the Email Marketing Campaign Services and endeavor to deliver to Customer all agreed-upon specifications (or "Milestones") outlined in Exhibit B no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline and the other payment milestones listed in Exhibit A are estimates, and are not required delivery dates. Agency will retain all creative source code, original works, files, digital media and other intellectual property for the entire project and provide Customer with the output formats only. Customer shall retain all of its intellectual property

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rights in any logos, graphics, text, images, or other components it owns and transmits to Agency for use in fulfillment or creation of services.

#### **4. Ownership Rights.**

- a) Agency shall endeavor to ensure that Customer shall be able to retain, under the fullest extent under the law, any and all intellectual property rights in any text, images, or other components created for Customer pursuant to this Agreement.
- b) Customer agrees that any material, content, plan, or idea prepared by Agency or submitted to Customer for approval at any stage that is not utilized at the termination of this Agreement shall remain the property of Agency. Customer agrees to return to Agency any materials it may have of Agency's, such as artwork, mock-ups, comps, text, digital media, film, photos, or any other physical embodiment of Agency's creative work performed while under this Agreement.
- c) Upon termination or expiration of this Agreement, Customer agrees to be solely responsible for any additional use of materials and advertisements created by Agency pursuant to this Agreement. Additional expenses may include but are not limited to: fees, licenses, translations, royalties, talent, and other associated fees. Agency's obligation in 4.a shall not apply with any respect to foreign use.

#### **5. Compensation.**

For all of Agency's services under this Agreement, Customer shall compensate Agency, in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any payment referenced in Exhibit A by the deadline set forth in Exhibit A, Agency 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 Agency on behalf of Customer, or (3) bring legal action.

#### **6. Confidentiality.**

Customer and Agency acknowledge and agree that the Specifications and all other documents and information related to the engagement of

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marketing or advertisement development (the "Confidential Information") will constitute valuable trade secrets of Agency. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Agency'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 prior to the engagement of Agency to provide services, or information that was provided to Agency by Customer for publication as a requirement of fulfillment of the Specifications.

## **7. Limited Warranty and Limitation on Damages.**

Customer agrees to indemnify and hold Agency harmless with respect to any claim, loss, lawsuit, liability or judgment suffered by Customer that results from the use of any material prepared or execution of service by Agency or at the direction of Agency that has been materially changed from the Specifications by any advertisers, publishers, hosts, radio and television broadcasts, quotes, testimonials, print journalism, or other third party entity.

Agency agrees to obtain and/or maintain in force for the length of this Agreement, at Agency's expense, an appropriate liability policy or policies, having a minimum limit of <<InsuranceCoverageAmount>>, naming Customer as an additional insured and

# **DEMO CONTRACT**

**This demo contract has been truncated. The complete 6 page editable version of this document is available in the Contract Pack template collections**

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

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