Marketing Agency Retainer Agreement

United States version

This Retainer Agreement starts on _____ between _____ (the “Agency”) and _____ (the “Client”).

1. Monthly services

_____

Unused hours or deliverables do not roll over to the next month unless agreed in writing.

2. Retainer

The Client will pay a retainer of $_____ per month, invoiced in advance and due within 14 days.

3. Advertising spend

Media and advertising spend is not included in the retainer. The Client pays platforms directly or reimburses the Agency for pre-approved spend. The Agency does not guarantee specific rankings, traffic or sales.

4. Approvals

The Agency will seek the Client’s approval before publishing content or launching campaigns. The Client is responsible for the accuracy of claims about its products and for ensuring it has rights to materials it provides.

5. Advertising rules

Campaigns, endorsements and influencer content will be prepared to comply with the FTC Act and the FTC’s Endorsement Guides, and email campaigns with the CAN-SPAM Act.

6. Reporting

The Agency will provide a monthly report covering work done and agreed performance metrics.

7. Accounts and access

Advertising, analytics and social accounts are created in the Client’s name or transferred to the Client on request. The Agency will return all access and assets within 14 days of the agreement ending.

8. Ownership

Content created for the Client belongs to the Client once paid for. The Agency keeps its methods, templates and tools.

9. Term and notice

This agreement has a minimum term of _____ months, then continues month to month until either party gives 30 days' written notice.

10. Liability

The Agency's total liability is limited to three months of retainer fees, and neither party is liable for indirect loss or loss of profit, except where the law does not allow such limits.

11. Entire agreement

This agreement, together with any documents it refers to, is the entire agreement between the parties about its subject and replaces any earlier discussions, proposals or understandings about it.

12. Changes and waiver

Any change to this agreement must be in writing and signed by all parties, which may be done electronically. A failure or delay in enforcing any part of this agreement is not a waiver of that right.

13. Severability

If any part of this agreement is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and the rest of the agreement will remain in effect.

14. Disputes

The parties will first try in good faith to resolve any dispute through discussion between senior representatives for at least 30 days before starting court proceedings.

15. Governing law and jurisdiction

This agreement is governed by the laws of the State of _____, without regard to its conflict-of-law rules. Each party submits to the jurisdiction of the state and federal courts located in the State of _____.

16. Electronic signatures and counterparts

This agreement may be signed electronically and in counterparts, each of which is an original and which together form one agreement. The parties agree that electronic signatures are valid and binding under the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and the Uniform Electronic Transactions Act (UETA) as adopted in the governing state, and have the same effect as handwritten signatures.

17. Signatures

Signed by the parties on the dates shown below.

Agency

Full name

Company

Designation

Date

Client

Full name

Company

Designation

Date