



# What is an Advertising Agency Agreement?

## Letterhead Spacing

### CONTRACT OF AN ADVERTISING AGENCY

AGREEMENT between [name and address of advertising agency] ("Agency"), and [name and address of client] ("Client").

#### 1. Appointment

Client appoints Agency as Client's [exclusive] advertising agency in connection with the products and/or services of Client described in Schedule 1, attached hereto, for a term ("Term") as hereinafter provided.

#### 2. Scope of Advertising Services

Agency will provide Client with the advertising services provided in Schedule 2, attached hereto. Should Client request Agency to perform additional services beyond what is provided in Schedule 2, Agency and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

#### 3. Ownership

All campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by Agency are the property of the Client provided: (1) such Work Product is accepted in writing by the Client within twelve (12) months of being proposed by Agency; and (2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain Agency's property.

Notwithstanding the foregoing, it is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Agency will keep Client informed of any such limitations.

#### 4. Term

The term of this Agreement shall commence on the date provided in Schedule 1 ("Commencement Date") and shall continue until terminated by either party upon ninety (90) days' prior written notice ("Notice Period"), provided that this Agreement may not be terminated effective prior to the expiration of twelve (12) months from the Commencement Date. Notice shall be deemed given on the day of mailing or, in case of notice by telegram, on the day it is deposited with the telegraph company for transmission. During the Notice Period, Agency's rights, duties, and responsibilities shall continue.

Upon termination, Agency will transfer and/or assign to Client: (1) all Work Product in Agency's possession or control belonging to Client, subject, however, to any rights of third parties; and (2) all contracts with third parties, including advertising media or others, upon being duly released by Client and any such third party from any further obligations. Client recognizes that

An [advertising agency agreement](#): This contract drawn between an advertising agency and advertiser

Advertising is a very creative and client-specific niche service. Advertising agencies indulge in long and productive hours designing campaigns and thus to protect their interest and more to set clear precedents, an advertising agency agreement is made.

**Digital agency contract can include the following parameters:**

1. Agreement to act as an agency
2. Agency Services
3. Appointments
4. Approvals & authorities
5. Work in progress amendments
6. Remuneration
7. Fees
8. Term of the contract
9. Media space buying
10. Market research
11. Currency value fluctuations
12. Terms of payment
13. Audits
14. Copyrights
15. Confidential Information
16. Termination clause

You can Download the [advertising agency agreement](#) template: Contract between the advertising agency and company, in the word, PDF Format.

Hope this small piece of content will help you get some useful information.