**Third Party Marketing Agreement**

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THIRD PARTY MARKETING agreement

This agreement (this “**Agreement**”) is <entered into as of <\_\_\_\_\_> (the “**Effective Date**”), and is >between <\_\_\_\_\_>, a <STATE> <corporation/limited liability company> (the “**<PARTY 1>**”), and <\_\_\_\_\_>, a <STATE> <corporation/limited liability company> (the “**<Marketer>**”).

<Background in complete sentences.>

The parties, therefore, agree as follows:

# **Purpose. <[YOURCOMPANY] grants to the Marketer non-exclusive authority and permission to perform the Services, as set forth below, according to the terms and conditions of this Agreement. The Agreement and relationship created herein is that of an independent contractor and not intended to be that of a partnership nor of an employer-employee affiliation.>.**

# **Marketer Services.** The Marketer is responsible for strategizing and creating the public personality of (YOUR COMPANY) in accordance with the terms and conditions set out in the "Marketing Schedule." The Marketer is bound to complete and deliver the agreed upon content, by the dates, and concurring with the pay schedule set out in the Marketing Schedule, attached hereto. Any divergence from the attached Marketing Schedule must be approved in advance, mutually assented to, and signed by both Parties.

# **Impermissible Activities.** Engaging in an "impermissible activity" constitutes a breach of this Agreement. The non-breaching Party may immediately terminate the breaching Party and pursue a legal action. A Party in breach of this Agreement may not seek any remedies, legal or otherwise, for the termination of this Agreement. The following activities are impermissible, explicitly prohibited by this Agreement;

# Marketing that is deemed misleading, defamatory, discriminatory, libelous, pornographic, illegal, abusive, hateful, or slanderous;

# Marketing that results in spamming;

# Marketing that violates and federal, state, or local law;

# Marketing that infringes upon copyrights, trademarks, trade secrets, slogans, logos, or the like of a third party;

# Marketing that misrepresents the underlying mission, values, or intent of (YOUR COMPANY).

#  3. **Confidentiality.** The Marketer understands and accepts that any and all non-public information which is made available to them through the course of this Agreement's effect and in perpetuity, shall be held in the strictest of confidence. At no point in time will it become permissible for the Marketer to reveal any intellectual property, internal organizational information, or otherwise to any third party for any purpose. Non-public information includes any information or data which is not readily available or easily accessible by a party non-affiliated with (YOUR COMPANY). Marketer shall assume responsibility for any loss, theft, or unauthorized access to confidential information unless such access results from (YOUR COMPANY'S) willful act or omission.

#  4. **Indemnification.** The Parties agree to hold one another harmless and indemnify each other for acts, errors, or omissions that result in legal action, except to the extent that one Party contributed to the act, error, or omission. This agreement extends to attorneys' fess and associated costs of pursuing or defending legal actions.

#  5. **Warranties.** The Parties disclaim all implied warranties and any express warranty not contained within this Agreement to the fullest extent of the law.

#  6. **Governing Law.** This Agreement and any future action that may arise from it shall be governed by the laws of the State of (YOUR STATE). The Parties expressly assent to the personal jurisdiction of the state and federal courts of (YOUR STATE).

# 7. **Severability.** In the event that any provision of this Agreement is deemed void as a matter of law, each remaining provision shall stay in full force and effect.

#  8. **Termination.** Either party may terminate this Agreement by written notice to the other. This provision does not constitute a waiver of any resulting legal action for breach or nonperformance, does not prevent the non-terminating party from recovering all available legal damages, and does not provide any additional protection from legal recourse to the terminating party.

#  9. **Entire Agreement.** This Agreement, and the attachment referenced herein, constitute the entire legal relationship between (YOUR COMPANY) and the Marketer. This Agreement supersedes any past or concurrent communications, agreements, courses of dealing, or understandings. This Agreement can be altered only by mutual assent of the Parties and a document, referencing this Agreement, signed by both Parties.

#  10. **Acceptance.** Each Party executing this Agreement understands and accepts that the terms of this document are binding and represents the entire legal relationship between the Parties. The Execution of this Agreement represents that each Party has legal authority and capacity to enter into this Agreement and fulfill its terms and conditions.

*[Signature page follows.]*

The parties are signing this agreement as of the Effective Date.

<PARTY 1>

By:

<NAME>

<TITLE>

<PARTY 2>

By:

<NAME>

<TITLE>

<NAME>

## **Effectiveness; Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement (the “**Effective Date**”) will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature).

Each party is signing this Agreement on the date stated opposite that party’s signature.

<PARTY 1>

Date: By:

<NAME>

<TITLE>

Date:

<NAME>