

ADVERTISING AGENCY RETAINER AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____ BY AND BETWEEN:

[NAME OF ADVERTISING AGENCY]

a [insert name of state/province/etc] [corporation / limited liability company / partnership]
with an office at _____
(the "Agency")

- and -

[NAME OF CLIENT]

a [insert name of state/province/etc] [corporation / limited liability company / partnership]
with an office at _____
(the "Client")

WHEREAS the Client desires to retain the Agency to provide advertising, marketing and related services, as more particularly described below (the "Services"), and the Agency desires to be so retained and to perform the Services for the Client;

NOW THEREFORE the parties agree as follows:

1. *Services.* During the term of this Agreement, the Agency shall provide products and services necessary to create print, radio, television, outdoor and other advertisements. Additional services may include, but are not limited to, research, market planning and public relations.
2. *Term.* This Agreement shall commence on the date first above written and shall continue for a period of ____ [year(s)/months], unless sooner terminated in accordance with the terms of this Agreement. This Agreement shall thereafter be [automatically renewed/renewed by written agreement between the parties] for an additional ____ term(s) of ____ [year(s)/months each], until terminated by either party as provided herein.
3. *Independent Contractor.* It is understood and agreed that the Agency is independent in the performance of this Agreement, that the Agency shall perform the Services under the control of the Client as to the result of such activity only and not as to the means by which such result is accomplished and that the Agency is providing Services on a full time basis. The Agency is not an employee of the Client, and has no authority whatsoever to bind the Client by contract or agreement of any kind other than as expressly provided under the terms of this Agreement. The Client shall not withhold federal or state/provincial income taxes or any other amounts from the Agency's fees payable hereunder. The Client acknowledges and agrees that the Agency shall act on behalf of the Client but will not be liable for payment of media and purchases placed on behalf of Client but for which the Agency has not been paid by Client.
4. *Compensation.* Upon execution of this Agreement, the Client agrees to pay the Agency a retainer fee at the rate of \$####.## per month. The Client will be charged for additional products and/or services as ordered by the Client which are not part of the Services covered by the terms of this Agreement, at the Agency's current rates for such additional products and/or services. The Client agrees to pay Agency all reasonable out-of-pocket miscellaneous expenses, pre-approved delivery charges and travel expenses when applicable. Any expense greater than \$###.## must be pre-approved by Client prior to being incurred. The Client, at its option, may maintain a prepaid retainer account ("Retainer Account") with the Agency, which will hold the funds in a non-interest bearing account on behalf of the Client.