

# EXCLUSIVE ADVERTISING AGENCY RETAINER AGREEMENT

THIS AGREEMENT made effective as of the [##] day of [month], [year] (the "Agreement")

BETWEEN:

[NAME OF ADVERTISING AGENCY]  
a [insert name of state] body corporate  
with an office at [full address of advertising agency]  
(the "Agency")

- and -

[NAME OF CLIENT]  
a [insert name of state] body corporate  
with an office at [full address of client]  
(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 act as the exclusive advertising agency throughout Australia to provide products and services necessary to create print, radio, television, outdoor and other advertisements for the Client. Such products and services include but are not limited to:

- (a) creation, planning, and production of advertising media and campaigns;
- (b) presentation of proposed advertising campaigns including schedules for air time (if applicable), print media, and outdoor space;
- (c) negotiation for advertising time and space; and
- (d) monitoring and follow-up on approved and implemented advertising media and campaigns in order to ensure adherence to quality and content of the advertising as well as adherence to approved advertising schedules.

## 2. Term

This Agreement shall commence on the date first above written and shall continue for a period of [##] [year(s)/months] (*delete inapplicable*), 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] (*delete inapplicable*) for an additional [##] term(s) of [##] [year(s)/months each] (*delete inapplicable*), until terminated by either party as provided herein.

## 3. Third Party Dealings

In its dealings with all third parties, the Agency shall act as a principal and not as the Client's agent. The Agency shall not enter into any agreements or incur any obligations with any third parties on behalf of the Client without the Client's prior written consent.

## 4. Compensation

Upon execution of this Agreement, the Client agrees to pay the Agency in accordance with the fee schedule as stated in Schedule "A" herein, which is made a part of this Agreement as fully as if it were set forth herein. The Client agrees to pay the Agency all reasonable out-of-pocket miscellaneous expenses, pre-approved delivery charges, and travel expenses when applicable. Any expense greater

than \$[##.##] shall be pre-approved by Client in writing prior to being incurred. The Client shall not withhold any applicable taxes or any other amounts from the Agency's fees payable hereunder.

**5. Unpaid Fees**

Any fees not paid within [#] business days of the date as stated in Schedule "A" herein shall bear interest at the rate of [number in words] percent ([##]%) per annum until paid. In addition, the Agency, at its option, may remove advertising from all media outlets, direct or indirect, until payment in full is collected and cleared from the Client.

**THIS IS A 4-PAGE CONTRACT WITH 1-PAGE SCHEDULE.**