

AGENCY OF RECORD

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF CLIENT]
[address]
(the "Client")

- and -

[NAME OF AGENCY]
[address]
(the "Agency")

The parties hereby acknowledge that this is a binding legal agreement, and its terms shall not be modified unless mutually agreed by both parties in writing.

1. Appointment of Agency

Client hereby appoints Agency, and Agency hereby agrees to serve as Client's Agency of Record for advertising, marketing or public relations. Agency is hereby authorized to purchase media and outside services on Client's behalf as Client's Agent, pending Client's approval of such purchases. Agency shall devote its best efforts to further Client's interests and endeavor to make their communications successful. Agency shall supervise all media, environmental graphic design, packaging, collateral and promotional materials for appearance, accuracy, timeliness, position, size and mechanical reproduction. Agency shall credit and pay all bills incurred on behalf of the Client's account, and shall make no commitments or disbursements or incur obligations for Client's account without authorization or approval from Client.

Agency shall require the written approval of Client for all estimates and media authorizations prior to ordering material, entering commitments with suppliers or reserving media space or time. Client shall appoint in writing person(s) within their organization who may sign such authorization(s).

Client may request changes or cancellations or stop work in progress, provided these are within Agency's contractual obligations. In the event previously approved work has incurred charges, Client shall reimburse Agency for unrecoverable charges or expenses arising from requested changes or cancellations. Agency shall submit to Client for approval all copy, layouts, artwork, drawings, scripts, stories and media schedules.

2. Confidentiality

Agency shall not, without Client's prior written authorization, reveal or make available any confidential information or trade secrets regarding Client's products, business, customers or methods of operation learned by Agency during the term of this contract.

3. Exclusivity

Agency shall not, during the term of this agreement, act as a communications firm for any other client selling products or services that are competitive with Client's present products or services without prior written consent, and Client shall not receive services of any other communications firm without the prior written consent of Agency.