

## **AGENCY OF RECORD AGREEMENT**

**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 form without the prior written consent of Agency.

**4. Agency Compensation**

Client hereby agrees to pay a Professional Services Fee of \$\_\_\_\_\_, which shall be paid in monthly installments of \$\_\_\_\_\_. Agency agrees to credit against this fee all commissions earned from all media placements made by Agency on Client's behalf under approved media schedules presented for the period \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Projects such as collateral material are billed for creative and production time as per Agency's then current hourly rate. Same may be modified upon written agreement by Client and Agency. Expenses that may accrue, such as delivery expenses or long-distance calling, may not be able to be accurately estimated in advance of production, and shall not be included in the estimates, and shall be billed separately.

**THIS IS A 4-PAGE FORM.**