

Marketing Consulting Agreement

This **Marketing Consulting Agreement** ("**Agreement**") is made and entered into as of _____ ("**Effective Date**"), by and between:

Consultant

Client

Client and Consultant may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

The Client desires to engage the Consultant to provide marketing strategy and related advisory services, and the Consultant agrees to provide such services under the terms and conditions set forth in this Agreement.

2. Scope of Services

Consultant shall provide marketing consulting services as described below:

If specific deliverables are required, they shall be described here:

Deliverable	Description	Delivery Date	Acceptance Criteria

Consultant shall perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards. Any services outside the defined scope must be agreed to in writing and may require adjustment to fees and timelines.

3. Term

This Agreement shall commence on the Effective Date and shall continue until _____ or until the Services are completed, unless earlier terminated in accordance with the Termination clause.

If the Parties intend this Agreement to renew automatically, renewal terms shall be stated here:

4. Fees and Payment

In consideration for the Services, Client shall pay Consultant as follows:

Fee Structure:

Fixed Fee: _____, payable _____;

Payment terms:

Invoices shall be issued _____, and payment shall be due within _____ days of invoice date.

Late payments may accrue interest at a rate of _____% per month or the maximum rate permitted by law, whichever is lower.

Client shall reimburse Consultant for pre-approved out-of-pocket expenses reasonably incurred in connection with the Services, provided appropriate documentation is submitted.

5. Client Responsibilities

Client shall:

- Provide timely access to necessary information, materials, personnel, and systems required for Consultant to perform the Services.
- Ensure that all information provided to Consultant is accurate and complete to the best of its knowledge.
- Designate a primary contact person authorized to provide instructions and approvals on behalf of Client.

Consultant shall not be responsible for delays or deficiencies in performance caused by Client's failure to meet these obligations.

6. Independent Contractor Relationship

Consultant is engaged as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties.

Consultant is solely responsible for all taxes, insurance, and statutory obligations arising from compensation paid under this Agreement.

7. Intellectual Property

Unless otherwise agreed in writing:

- All reports, strategies, materials, and deliverables specifically created for Client under this Agreement ("**Work Product**") shall become the property of Client upon full payment of all amounts due.
- Consultant retains ownership of its pre-existing materials, methodologies, frameworks, templates, tools, and know-how. To the extent such materials are incorporated into the Work Product, Consultant grants Client a non-exclusive, perpetual, royalty-free license to use them solely as part of the Work Product.
- Consultant may use general knowledge, skills, and experience acquired during performance of the Services, provided no Confidential Information is disclosed.

8. Confidentiality

Each Party may receive non-public, confidential, or proprietary information from the other Party ("**Confidential Information**").

The receiving Party shall:

- Use Confidential Information solely for purposes of performing obligations under this Agreement.
- Not disclose Confidential Information to any third party without prior written consent, except to employees or contractors who have a legitimate need to know and are bound by confidentiality obligations.

This obligation shall survive termination of this Agreement for a period of _____ years, or indefinitely with respect to trade secrets.

9. Representations and Warranties

Each Party represents that it has the legal authority to enter into this Agreement.

Consultant represents that the Services will be performed with reasonable care and skill consistent with industry standards and the Work Product will not knowingly infringe the intellectual property rights of any third party.

Except as expressly stated, no other warranties are provided, and all implied warranties are excluded to the extent permitted by law.

10. Limitation of Liability

To the maximum extent permitted by law, neither Party shall be liable for indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement.

Consultant's total aggregate liability under this Agreement shall not exceed the total fees paid to Consultant under this Agreement during the _____ period preceding the event giving rise to the claim.

Nothing in this clause limits liability for fraud, willful misconduct, or liability that cannot be limited by applicable law.

11. Indemnification

Consultant shall indemnify and hold Client harmless from third-party claims arising from allegations that the Work Product infringes intellectual property rights, provided Client promptly notifies Consultant and allows Consultant to control the defense.

Client shall indemnify and hold Consultant harmless from third-party claims arising from materials or instructions provided by Client that infringe intellectual property rights or violate applicable law.

12. Termination

Either Party may terminate this Agreement for convenience by providing _____ days' written notice to the other Party.

Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within [Number] days after receiving written notice of the breach.

Upon termination Client shall pay Consultant for all Services performed and approved expenses incurred up to the effective date of termination. Consultant shall deliver any completed or partially completed Work Product for which payment has been made.

The Confidentiality, Intellectual Property, Limitation of Liability, Indemnification, and Governing Law clauses shall survive termination.

13. Non-Solicitation

During the term of this Agreement and for a period of _____ months thereafter, neither Party shall knowingly solicit for employment any employee of the other Party who was directly involved in the performance of the Services, without prior written consent. This clause does not prohibit general advertisements not specifically directed at the other Party's employees.

14. Force Majeure

Neither Party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including natural disasters, governmental actions, labor disputes, or interruptions in communications or utilities, provided the affected Party promptly notifies the other Party.

15. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute arising out of this Agreement through negotiation. If the dispute cannot be resolved through negotiation, it shall be submitted to the competent courts located in _____, unless the Parties agree in writing to an alternative dispute resolution method.

16. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all assets.

17. Notices

All notices required under this Agreement shall be in writing and delivered by hand, courier, or electronic mail to the addresses set forth above or to such other address as either Party may designate in writing. Notice shall be deemed effective upon receipt.

18. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior discussions or agreements.

Any amendment or modification to this Agreement must be in writing and signed by both Parties.

19. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Marketing Consulting Agreement as of the Effective Date.

Consultant

Name

Date

Signature

Client

Name

Date

Signature



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