

MONTHLY RETAINER MARKETING SERVICES

Steeped Content

DRAFT

MARKETING AGREEMENT

PARTIES

- This Marketing Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between _____ (hereinafter referred to as the “**Client**”) with an address of _____ and Mackenzie Bailey of Steeped Content (hereinafter referred to as the “**Marketer**”) with an address of 156 Braemar Street, Calgary, AB, Canada (collectively referred to as the “**Parties**”).

SERVICES PROVIDED

- Hereby, the Marketer agrees to provide the services enlisted below (hereinafter referred to as the “**Services**”):
- 20 hours of marketing services per month.
- The monthly 20 hours may be spent on tasks including by not limited to the following.
 1. Social media marketing
 2. Blog writing
 3. Pay-per-click advertising

The Parties agree that the Marketer will provide the Services for four months (4 months) after the signing of the Agreement.

PAYMENT AND FEES

- The Parties agree that the total cost of the Services will be USD 6,000, plus any applicable taxes.
- The Parties agree that the means of payment will be via four monthly QuickBooks invoices, each of USD 1,500, plus any applicable taxes.

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”). It will end upon completion of Services and receipt of final payment.

TERMINATION

- This Agreement may be terminated if the following occurs:
 1. This Agreement will be terminated immediately if one of the Parties breaches this Agreement.
 2. This Agreement will automatically be terminated when both Parties complete their obligations.

CONFIDENTIALITY

- All terms and conditions of this Agreement (and any confidential information provided by the Client to the Marketer or vice versa) during the term of the Agreement must be kept confidential unless the disclosure is required pursuant to process of law.

STEEPED CONTENT

- The Client agrees to allow the Marketer to produce a case study, and consents to the Marketer using the Client's logo on the website.
- The Marketer retains the right to use reviews and testimonials for various marketing purposes, should the Client offer either at their discretion.
- Disclosing or using this information for any purpose beyond the scope of this Agreement (or beyond the exceptions set forth above) is expressly forbidden without the prior consent of the Parties.

RELATIONSHIP BETWEEN PARTIES

- Hereby, the Parties agree that the Marketer in this Agreement is an independent contractor, as she provides the services hereunder and acts as an independent contractor.
- The Marketer shall not be considered an employee under any circumstances.
- This Agreement does not create any other partnership between the Parties.
- This Agreement is an Agreement that is not based on exclusivity. Hence, the Parties are entitled to enter into other Agreements with other parties.

OWNERSHIP

- The Parties agree that products created by the Marketer will remain the property of the Client, which are relevant to the performance of the Services set forth in this Agreement.

INTELLECTUAL PROPERTY

- The Marketer agrees that any intellectual property provided by the Client will remain the property of the Client, including (but not limited to) copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information, or trade secrets.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (including breach of contract, tort, negligence, or other form of action)—if said damage is the direct result of one of the party's negligence or breach.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be made in writing and signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented by both Parties in writing.

ALTERNATIVE DISPUTE RESOLUTION

STEEPED CONTENT

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to negotiation, in accordance with and subject to the laws of Canada.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto, with respect to the subject matter hereof. It supersedes all prior agreements, understandings, inducements, and conditions (express, implied, oral, written, or of any nature whatsoever with respect to the subject matter hereof). The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SEVERABILITY

- In an event when any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions will still be enforced, in accordance with the Parties' intention.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement. This agreement is demonstrated by their signatures below:

MARKETER

CLIENT

Name: Mackenzie Bailey

Name: _____

Signature: *Mackenzie Bailey*

Signature: _____

Date:

Date: _____

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