

# PUBLIC RELATIONS SERVICES AGREEMENT

Client Name:

Agreement No.:

## Parties:

This Agreement is entered into between:

1. Client ("Client"):

2. Service Provider ("Agency"):

## Recitals:

WHEREAS, Client desires to engage Agency to provide public relations services as set forth herein, and Agency agrees to provide such services under the terms and conditions of this Agreement.

### 1. Scope of Services:

Agency shall provide public relations services including, but not limited to, media relations, press release development and distribution, event planning, social media management, and crisis communications as detailed in Schedule A attached hereto.

### 2. Term and Termination:

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party upon thirty (30) days' prior written notice. Termination shall not relieve Client of any payment obligations for services rendered prior to termination.

### 3. Compensation:

Client agrees to pay Agency the fees set forth in Schedule B attached hereto. Payment terms are net thirty (30) days from date of invoice. Late payments shall bear interest at the rate of 1.5% per month or the maximum allowed by law.

### 4. Confidentiality:

Each party agrees to maintain the confidentiality of all proprietary or confidential information received from the other party in connection with this Agreement, and not to disclose such information except as required by law or with prior written consent.

### 5. Intellectual Property:

All materials created by Agency in the performance of services hereunder shall be considered "work made for hire" and shall be owned exclusively by Client. Agency retains no rights to use such materials except as necessary to perform its obligations.

### 6. Representations and Warranties:

Each party represents that it has the full power and authority to enter into this Agreement and perform its obligations. Agency warrants that services will be performed in a professional and workmanlike manner consistent with industry standards.

**7. Indemnification:**

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any claims, losses, liabilities, damages, costs, and expenses arising from breach of this Agreement or the negligence or willful misconduct of the indemnifying party.

**8. Limitation of Liability:**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**10. Dispute Resolution:**

Any dispute arising out of or relating to this Agreement shall first be subject to good faith negotiations between the parties. If unresolved, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

**11. Independent Contractor:**

Agency is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

**12. Amendments:**

This Agreement may be amended only by a written instrument signed by both parties.

**13. Entire Agreement:**

This Agreement, including all attached Schedules, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior understandings and agreements, whether written or oral.

**14. Notices:**

All notices shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses specified by the parties.

**CLIENT SIGNATURE**

**AGENCY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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