The marketing contract

MARKETING SERVICES AGREEMENT

Between: [your agency], [address], [email] ("the agency")

And: Brightwater Physical Therapy, four outpatient clinics in Chattanooga, Tennessee ("the client")

Approver for the client: Priya Castellanos, practice director, [email]

Start date: Monday, February 1, 2027

1. TERM

1.1 This agreement starts on Monday, February 1, 2027 and runs month to month until either side ends it under section 10.

1.2 The first three months, February 1 to April 30, 2027, are a minimum term, so notice under 10.1 can't take effect before Friday, April 30, 2027.

2. THE MONTHLY WORK

Each calendar month the agency delivers:

2.1 Management of the client's Google Ads and Meta ad campaigns, including targeting, bids, budgets and weekly checks.

2.2 Four new ad creative sets. A set is one idea, with its headline and text, sized for every placement it runs in.

2.3 One new landing page for a campaign.

2.4 Two blog articles of up to 1,200 words each, on topics the client approves.

2.5 One email newsletter to the client's mailing list.

2.6 One written report by the fifth business day of the following month, and a 45-minute call to go through it.

2.7 Anything in 2.2 to 2.5 the client doesn't use in a month does not carry into the next one.

3. FEE AND PAYMENT

3.1 The fee is $7,800 a month, invoiced on the 1st of each month for that month and due within 14 days.

3.2 A month that is only partly inside this agreement is charged at $260 for each day it covers.

3.3 Work priced under section 6 is invoiced at the end of the month it's delivered.

4. THE MEDIA BUDGET

4.1 The client pays Google and Meta directly, on its own card, for every click and impression. The agency never pays for media and never marks it up.

4.2 The fee in 3.1 covers a combined monthly media budget of up to $25,000 across both platforms.

4.3 For each further $10,000 of monthly media budget, or part of it, the fee rises by $600 a month from the month the higher budget starts.

5. WHAT THE CLIENT PROVIDES AND APPROVES

5.1 The approver named above reviews every ad, page, article and email before it goes live, and replies within three business days.

5.2 If an approval arrives late, the launch date moves by the same number of business days.

5.3 The client confirms that every clinical claim, price, offer and testimonial it supplies or approves is accurate and that it has permission to use it.

5.4 The client gives the agency access to the accounts in 9.1 within five business days of the start date.

6. PRICES FOR EXTRA WORK

6.1 Extra ad creative set: $480.

6.2 Extra landing page: $1,350.

6.3 Extra blog article: $420.

6.4 Extra email: $380.

6.5 A further ad channel, such as Microsoft Ads or TikTok: $1,100 a month.

6.6 Keeping landing pages live after the end date under 9.3: $120 a month for all of them, for up to 60 days.

6.7 Any other work, including handover time beyond 10.4: $150 an hour.

7. CHANGES

7.1 Anything outside section 2 is written up as a change, with its price from section 6 or a quote, and its effect on any dates.

7.2 Work on a change starts only after the approver named above accepts it in writing.

8. OWNERSHIP

8.1 Once a piece of work is paid for, the client owns it, including the editable source files for every ad, page, article and email delivered.

8.2 The agency keeps its own templates, tools and methods, and any concepts or drafts the client didn't use.

8.3 The agency may show finished work in its portfolio unless the client asks it not to in writing.

9. ACCOUNTS AND ACCESS

9.1 The Google Ads, Meta business, Google Analytics, Google Tag Manager and email platform accounts are in the client's name and paid for by the client. The agency works in them as a user.

9.2 The agency removes its own access to every account in 9.1 on the end date.

9.3 Landing pages are built on the agency's page builder account. On the end date the agency exports their files to the client at no charge, or keeps them live under 6.6 while the client moves them.

10. ENDING THE AGREEMENT

10.1 Either side can end this agreement with 30 days' written notice, subject to 1.2. The end date is the 30th day after the notice is received.

10.2 Within two business days of notice, the agency sends a list of every item started or scheduled, with its due date.

10.3 Items due on or before the end date are finished inside the fee. For items due after it, the client chooses in writing within five business days of notice whether to buy them at section 6 prices, delivered by the end date, or drop them. Dropped items stay with the agency under 8.2.

10.4 Within seven days after the end date, the agency delivers a final report, a written handover note listing every live campaign with its budget, audiences and landing page, the source files under 8.1 and the page exports under 9.3. Up to six hours of handover time, including a call with whoever takes over, is included.

10.5 The fee for the notice period is payable in full.

11. RESULTS

11.1 The agency promises the work in section 2, done with care and on the dates agreed. It reports leads, cost per lead and spend every month, and it does not guarantee any number of leads, patients or sales.

12. GENERAL

12.1 Each side keeps the other's business information confidential, during this agreement and after it ends.

12.2 Changes to this agreement are made in writing and accepted by both sides.

Signed for the agency: _____ Date: _____

Signed for the client: _____ Date: _____