

ADVERTISING AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Advertising Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PUBLISHER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PUBLISHER ADDRESS] (the "**Publisher**"); and

[ADVERTISER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ADVERTISER ADDRESS] (the "**Advertiser**").

Publisher and Advertiser are each a "**Party**" and together the "**Parties**."

Recitals. Publisher controls advertising space or inventory across one or more media channels (the "**Media**"). Advertiser wishes to purchase advertising placements within the Media to promote its products or services. Publisher is willing to run Advertiser's advertising on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Advertising Services

1.1 Placements. Publisher will display, publish, or broadcast Advertiser's advertising creative (the "**Ads**") in the placements, channels, formats, and quantities described in one or more insertion orders (each an "**Insertion Order**") that reference this Agreement.

1.2 Insertion Orders. Each Insertion Order will, at minimum, describe: (a) the Media and placements; (b) the flight dates or run period; (c) the inventory, impressions, or units purchased; (d) the rates and total cost; and (e) any targeting, frequency, or performance specifications. Each Insertion Order becomes part of this Agreement when accepted by both Parties.

1.3 Order of precedence. If a conflict exists between this Agreement and an Insertion Order, this Agreement controls unless the Insertion Order expressly overrides a specific section of this Agreement and identifies it by number.

1.4 Creative delivery. Advertiser will deliver the Ads meeting Publisher's published technical specifications by the deadlines stated in the Insertion Order. Late or non-conforming creative may delay the run without relieving Advertiser of payment for reserved inventory.

2. Fees and Payment

2.1 Rates. Advertiser will pay the rates stated in each Insertion Order, whether priced per impression, per click, per unit, per flat placement, or otherwise. Unless stated otherwise, rates are exclusive of taxes.

2.2 Invoicing and payment. Publisher will invoice Advertiser [MONTHLY / ON COMPLETION OF THE FLIGHT / AS STATED IN THE INSERTION ORDER], and Advertiser will pay each undisputed invoice within [NUMBER, e.g. 30] days of the invoice date.

2.3 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, from the due date until paid. Publisher may pause delivery on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

2.4 **Taxes.** Advertiser is responsible for applicable sales, use, and similar taxes, except taxes based on Publisher's net income.

3. Cancellation and Changes

3.1 **Cancellation by Advertiser.** Advertiser may cancel a reserved placement on [NUMBER] days' written notice before the flight start date. Cancellations made after that point may incur a cancellation fee equal to [PERCENTAGE]% of the remaining reserved spend, as stated in the Insertion Order.

3.2 **Changes.** Either Party may request a change to an Insertion Order. A change takes effect only when both Parties confirm it in writing, including any impact on schedule and cost.

3.3 **Make-goods.** If Publisher fails to deliver agreed placements or impressions, Publisher will, at its option, provide a make-good of equivalent value or a pro-rata credit, which is Advertiser's exclusive remedy for under-delivery.

4. Advertising Content and Standards

4.1 **Advertiser responsibility for content.** Advertiser is solely responsible for the content of the Ads, including all claims, offers, pricing, and disclosures, and represents that the Ads comply with applicable laws and advertising rules.

4.2 **Editorial discretion.** Publisher may reject, remove, or require modification of any Ad that it reasonably determines is unlawful, deceptive, infringing, or inconsistent with Publisher's content standards, on notice to Advertiser.

4.3 **Disclosures.** Advertiser is responsible for including any disclaimers, disclosures, or required labeling in the Ads, including disclosures required for sponsored, regulated, or claims-based advertising.

4.4 **Trademarks and approvals.** Each Party grants the other a limited license to use its names, logos, and marks solely as needed to run and identify the Ads under this Agreement. Neither Party may use the other's marks for any other purpose without consent.

5. Performance, Reporting, and Data

5.1 **Reporting.** Publisher will provide delivery and performance reporting at the intervals stated in the Insertion Order, drawn from Publisher's measurement systems or an agreed third-party measurement source.

5.2 **Measurement disputes.** If the Parties dispute delivery figures, they will work in good faith to reconcile using the agreed measurement source. Absent an agreed third-party source, Publisher's measurement governs for billing purposes.

5.3 **Data and privacy.** Each Party will comply with applicable data-protection and privacy laws in connection with any data collected, shared, or used under this Agreement, including rules on tracking, consent, and use of personal information, which vary by jurisdiction.

6. Intellectual Property

6.1 **Advertiser materials.** Advertiser owns or has the rights to the Ads and the materials it supplies, and grants Publisher a license to host, display, and distribute the Ads as needed to perform.

6.2 Publisher inventory. Publisher retains all rights in the Media and its inventory, design, and platforms. Nothing in this Agreement transfers ownership of Publisher's property to Advertiser.

7. Representations, Warranties, and Indemnification

7.1 Mutual representations. Each Party represents that it has the authority to enter into this Agreement and that its performance will comply with applicable law.

7.2 Advertiser indemnification. Advertiser will defend and indemnify Publisher against third-party claims arising from the Ads or Advertiser's products or services, including claims of false advertising, infringement, or violation of law.

7.3 Publisher indemnification. Publisher will defend and indemnify Advertiser against third-party claims that the Media itself (excluding the Ads) infringes a third party's intellectual property rights.

7.4 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle in a way that imposes liability on the indemnified Party without its consent.

8. Limitation of Liability

8.1 Exclusion of indirect damages. Except for indemnification obligations and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue, even if advised of the possibility.

8.2 Liability cap. Except for the excluded matters in Section 8.1, each Party's total aggregate liability arising out of this Agreement will not exceed the total fees paid or payable under the Insertion Order giving rise to the claim in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

9. Term, Termination, and General Provisions

9.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Section, even while no Insertion Order is active.

9.2 Termination. Either Party may terminate this Agreement for convenience on **[NUMBER, e.g. 30]** days' written notice, or immediately for an uncured material breach after **[NUMBER, e.g. 15]** days' written notice. Active Insertion Orders continue under their terms unless the Parties agree otherwise.

9.3 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.4 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.5 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.6 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.7 Entire agreement; amendment. This Agreement, with its Insertion Orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.8 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PUBLISHER

ADVERTISER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.