

# PROMOTION AGREEMENT

Location: \_\_\_\_\_ Parties: \_\_\_\_\_

## Promoter Information:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Promotee Information:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Promotion Details:

Description of Promotion: \_\_\_\_\_

Duration / Period: \_\_\_\_\_

Compensation / Payment Terms: \_\_\_\_\_

## Terms and Conditions:

The Promoter agrees to promote the Promotee pursuant to the terms set forth in this Agreement. The Promotee grants the Promoter the

### Section 1 – Promotion Scope

The Promoter shall perform promotional activities as outlined above. Any use of the Promotee’s intellectual property must be authorized in writing. The Promoter is solely responsible for all costs incurred in connection with the promotion unless otherwise agreed.

### Section 2 – Term and Termination

This Agreement shall commence upon execution and continue for the period indicated in the Promotion Details section. Either party may terminate this Agreement for cause if the other party breaches any material term and fails to cure such breach within a reasonable period after written notice. Termination shall not relieve either party of obligations accrued prior to termination.

### Section 3 – Payment

The Promotee agrees to compensate the Promoter as set forth above. Payment shall be made according to the specified schedule. Failure to pay timely shall constitute a material breach of this Agreement.

### Section 4 – Intellectual Property

All intellectual property rights, including trademarks and copyrights, remain the sole property of the Promotee. The Promoter’s use of such property is limited to the terms of this Agreement and must cease upon termination.

### Section 5 – Confidentiality

Each party agrees to maintain the confidentiality of any proprietary or confidential information received from the other

party, except as required by law or with prior written consent. This obligation shall survive termination of this Agreement.

#### **Section 6 – Indemnification**

Each party shall indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, costs, or expenses arising out of any breach of this Agreement or the negligent or willful misconduct of the indemnifying party.

#### **Section 7 – Limitation of Liability**

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility thereof.

#### **Section 8 – Governing Law and Venue**

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

#### **Section 9 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, and communications, whether written or oral, relating to the subject matter herein.

#### **Section 10 – Amendments**

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

#### **Section 11 – Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and such invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

#### **Section 12 – Waiver**

No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. All waivers must be in writing and signed by the waiving party.

#### **Section 13 – Force Majeure**

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, governmental actions, or natural disasters.

#### **Section 14 – Independent Contractors**

The relationship between the parties is solely that of independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

#### **Section 15 – Notices**

All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or electronic means capable of confirming transmission and receipt, addressed to the respective parties at the addresses set forth herein or such other address as a party may designate by notice.

**PROMOTER'S SIGNATURE**

**PROMOTEE'S SIGNATURE**

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

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

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