

JOINT MARKETING AGREEMENT

Location: _____ Effective Date: _____

Party A Information:

Legal Name: _____
Type of Entity: _____
Principal Address: _____
Contact Person: _____
Phone/Email: _____

Party B Information:

Legal Name: _____
Type of Entity: _____
Principal Address: _____
Contact Person: _____
Phone/Email: _____

Recitals:

WHEREAS, Party A and Party B desire to enter into a joint marketing agreement whereby both parties will collaborate to promote certain products and services; and WHEREAS, both parties wish to set forth the terms and conditions under which such collaboration shall occur.

1. Purpose

The purpose of this Agreement is to establish a framework for joint marketing activities to mutually promote the products and services offered by both parties.

2. Responsibilities

Each party agrees to use reasonable efforts to perform the marketing activities described in this Agreement. Detailed responsibilities of each party shall be mutually agreed upon in writing.

3. Marketing Materials

All marketing materials developed and used under this Agreement shall be approved by both parties before distribution. Neither party shall use the other party's trademarks, logos, or promotional materials without prior written consent.

4. Confidentiality

Each party agrees to keep confidential all non-public information disclosed by the other party during the term of this Agreement and to use such information only for the purposes set forth herein.

5. Intellectual Property

Nothing in this Agreement shall grant either party any right, title, or interest in the other party's intellectual property except as expressly provided herein.

6. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon thirty (30) days prior written notice. Termination shall not affect rights or obligations accrued prior to termination.

7. Independent Contractors

The parties are independent contractors. Nothing contained herein shall be construed to create a partnership, joint venture, or agency relationship.

8. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, and expenses arising from any breach of this Agreement or the negligent or willful acts or omissions of the indemnifying party.

9. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State specified herein without regard to conflicts of law principles.

11. Dispute Resolution

The parties agree to attempt to resolve any disputes arising under this Agreement amicably and in good faith. If unresolved, disputes shall be subject to binding arbitration in accordance with applicable rules.

12. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon delivery by hand, electronic mail with confirmation, or reputable overnight courier to the addresses specified by the parties.

13. Entire Agreement

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

14. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both parties.

15. Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

16. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

18. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control including but not limited to acts of God, governmental actions, labor disputes, or interruptions in telecommunications.

19. Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws, statutes, regulations, and ordinances in connection with their performance under this Agreement.

20. Signatures

The parties have executed this Joint Marketing Agreement by their duly authorized representatives as of the Effective Date.

PARTY A AUTHORIZED SIGNATURE

PARTY B AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://agreementtemplate-us.com/joint-marketing-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementtemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.