**YOUR COMPANY NAME**

**Purchase Agreement**

This Agreement is made and entered into on MM/DD/YYYY by and between YOUR COMPANY NAME (the “SUPPLIER”) and CLIENT NAME (the “Buyer”).

**General Provisions:**

The BUYER is purchasing Marketing & Advertising Services for the enterprise owned by the BUYER.

Unless otherwise specified in the proposal and/or this agreement, the BUYER assumes all costs of advertising, domains, web hosting and labor involved in collecting the leads.

The SUPPLIER will build and manage advertising services.

All leads are generated directly by the BUYER and are the sole property of the BUYER.

**Fees:**

The BUYER will pay the SUPPLIER $\_\_\_\_\_\_ for each agreed upon service in the proposal or invoice.

If Optioned: the BUYER will pay the SUPPLIER $\_\_\_\_\_ for each month of maintenance.

**Payments:**

The BUYER agrees to pay each invoice in full within 7 business days of receipt of invoice by electronic payment or check.

**Term and Termination:**

This agreement is ongoing from the initial start date. The agreement can be ended at any time by either party, with a written (email) notice. All pending lead payments must be fulfilled and paid in full by the BUYER before canceling the agreement.

**Modification:**

This agreement may be amended from time to time by mutual consent. Any amendments to this agreement must be in writing and signed by both parties.

**Confidentiality:**

Each party acknowledges and agrees that any information relating to the other party’s business which is not generally known to the public is confidential and proprietary information. Neither party will disclose the Confidential Information to third parties without prior written agreement. This business agreement, relationship, or operating practices shall not be made public on any Website, Internet forum, social networking site, message board, or any other public media without the express written consent of both parties.

**Indemnification:**

(a) SUPPLIER - The SUPPLIER shall indemnify and hold harmless the BUYER from and against any and all third-party claims, demands, losses, damages and reasonable expenses (including, without limitation, reasonable legal fees) arising from or in connection with the conduct of this agreement.

(b) BUYER - The BUYER shall indemnify and hold harmless the SUPPLIER from and against any and all third-party claims, demands, losses, damages and reasonable expenses (including, without limitation, reasonable legal fees) arising from or in connection with the conduct of this agreement.

**Entire Agreement:**

The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the license and to the subject hereof.

SUPPLIER

YOUR COMPANY NAME

123 Any St.

New York, NY 10001

888-123-1234

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER

CLIENT NAME

245 Any St.

New York, NY 10001

888-123-1234

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_