

PPC MANAGEMENT RETAINER AGREEMENT

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This PPC Management Retainer Agreement ("Agreement") is made effective as of [Effective Date] by and between:

Agency: [Agency Legal Name], located at [Agency Address] ("Agency")

Client: [Client Legal Name], located at [Client Address] ("Client")

The Agency and the Client may be referred to individually as a "Party" and collectively as the "Parties."

1. Parties and Engagement

The Client engages the Agency to plan, manage, and optimize the Client's paid advertising campaigns on a recurring retainer basis, and the Agency agrees to provide these services under the terms set out below.

2. PPC Scope of Services

Each billing cycle, the Agency will provide the following paid-media management services ("Services") on the following platforms [Google Ads / Meta / Microsoft Ads / other]:

- [e.g. "Campaign strategy and account structure"]
- [e.g. "Keyword and audience research"]
- [e.g. "Ad copy and creative asset setup"]
- [e.g. "Bid and budget management"]
- [e.g. "Conversion tracking setup and maintenance"]
- [e.g. "A/B testing and ongoing optimization"]
- [e.g. "Monthly reporting and review"]

Explicitly excluded. The following are not included and will be quoted separately if required: [landing-page development, creative/graphic design beyond ad assets, SEO, copywriting beyond ads, and any service not listed above].

3. Management Fee and Ad Spend

- **Management fee model:** [Flat fee / Percentage of ad spend / Hybrid — choose one].
- **Management fee:** [Currency and amount, or percentage, e.g. "USD 1,500 per month" or "15% of monthly ad spend"].
- **Ad spend is separate.** The management fee covers the Agency's work only. Advertising spend is **separate from and additional to** the management fee and is [paid by the Client directly to the advertising platforms / reimbursed to the Agency where the Agency fronts it].
- **Billing of ad spend:** The platform billing is held by [the Client / the Agency], and [the Client funds it directly / the Agency invoices ad spend separately from the management fee].
- The Agency receives no undisclosed markup, rebate, or commission on ad spend beyond the management fee stated above [unless otherwise agreed in writing].

4. Budget Changes and Approval

- The Agency will not increase the agreed monthly ad budget beyond [agreed amount or range] without the Client's written approval.
- The Client will give the Agency [number, e.g. "7"] days' notice before materially reducing the budget, so campaigns can be adjusted without wasting spend.
- The agreed starting monthly ad budget is [Currency and amount].

5. Performance Reporting and Metrics

The Agency will provide a [monthly] report covering agreed metrics, which may include: ad spend, impressions, clicks, click-through rate, cost per click (CPC), conversions, cost per acquisition (CPA), and return on ad spend (ROAS), measured against the goals agreed with the Client. The Parties will hold a [monthly] review call.

6. Results Expectations and Disclaimer

Paid-media results depend on auction dynamics, competition, seasonality, platform policies, and the Client's own offer, website, and landing pages. Accordingly:

- The Agency makes **no guarantee** of any specific cost per acquisition, return on ad spend, conversion volume, or revenue.
- The Agency's obligation is to provide professional management and optimization of the campaigns, not to achieve a particular result.
- Any projection or example figure is illustrative only and is not a guarantee.

7. Account Ownership and Access

- All advertising accounts used for the Client's campaigns are owned by the Client and are created under, or transferred to, the Client's own business accounts.

- The Client retains administrative access to all accounts throughout the engagement.
- All campaign data, conversion history, creative assets, and audience lists remain the property of the Client and remain with the Client on termination.
- The Agency is granted access sufficient to perform the Services and will not claim ownership of any account or associated data.

8. Platform Policy Compliance

The Agency will perform the Services in accordance with the advertising policies of each platform. The Client acknowledges that platforms may disapprove ads or suspend accounts for reasons outside the Agency's control, including the Client's product, offer, or account history, and that the Agency is not liable for such platform actions.

9. Payment Terms

- **Billing date:** The Agency will invoice the management fee on [billing date], payable in advance.
- **Due date:** Payment is due within [number, e.g. "7"] days of the invoice date.
- **Accepted methods:** [e.g. "Bank transfer, Stripe, PayPal"].
- **Late payment:** Unpaid invoices accrue a late fee of [amount or percentage], and the Agency may pause Services until the balance is cleared.

10. Client Responsibilities

The Client will provide, in a timely manner: access to advertising accounts and billing, approvals of ads and budgets, landing pages, product and offer information, and conversion-tracking access. Delays caused by the Client do not reduce the management fee and may affect campaign performance.

11. Duration, Renewal and Termination

- **Start date:** This Agreement begins on [Start Date].
- **Initial term:** The initial term is [e.g. "one (1) month" or "three (3) months"], allowing a learning period for the campaigns.
- **Auto-renewal:** At the end of the initial term, this Agreement automatically renews for successive [e.g. "one (1) month"] periods unless either Party gives written notice of non-renewal before the renewal date.
- **Notice:** After the initial term, either Party may terminate by giving [number, e.g. "30"] days' written notice.
- **Effect of termination:** The Client remains responsible for the management fee for work performed up to the termination date. Prepaid fees for undelivered work will be [refunded / credited / forfeited — choose one].

12. Transition on Exit

On termination, the Agency will: confirm the Client's ownership of all advertising accounts, hand over or leave in place all campaign data, creative, and audiences, and remove its own access by [number, e.g. "7"] days after the termination date. Campaigns will not be paused or deleted without the Client's instruction.

13. Confidentiality

Each Party will keep confidential all non-public information received from the other Party and will use it only to perform this Agreement. This obligation continues after the Agreement ends. It does not apply to information that is public, independently developed, or required to be disclosed by law.

14. Intellectual Property Rights

Upon full payment for the relevant work, the Agency assigns to the Client ownership of the ad creative and campaign assets created specifically for the Client. The Agency retains ownership of its pre-existing tools, templates, and methodologies, and may showcase the work in its portfolio unless the Client requests otherwise in writing.

15. Indemnification and Limitation of Liability

Each Party will indemnify the other against third-party claims arising from its own negligence or breach of this Agreement. The Agency's total liability under this Agreement will not exceed the total management fees paid by the Client in the [number, e.g. "three (3)"] months preceding the claim. Neither Party is liable for indirect or consequential losses, including lost ad spend.

16. Dispute Resolution

The Parties will attempt to resolve any dispute in good faith through direct discussion. If unresolved, the dispute will be settled by [mediation / arbitration / the courts] in [jurisdiction/location]. This Agreement is governed by the laws of [governing law jurisdiction].

17. General Provisions

- **Independent contractor:** The Agency is an independent contractor, not an employee, partner, or agent of the Client.
- **Non-exclusivity:** Nothing in this Agreement prevents the Agency from providing services to other clients, unless a separate written exclusivity arrangement is agreed.
- **Assignment:** Neither Party may assign this Agreement without the other Party's written consent, except as part of a sale of substantially all of its business.

- **Force majeure:** Neither Party is liable for delays or failures caused by events beyond its reasonable control.
- **Notices:** Notices under this Agreement will be in writing and sent to the email or address each Party provides.
- **Entire agreement:** This Agreement is the entire agreement between the Parties on its subject and replaces any prior discussions. Any change must be in writing and signed by both Parties.
- **Severability:** If any clause is found unenforceable, the rest of the Agreement remains in effect.

18. Signatures

By signing below, both Parties agree to the terms of this Agreement.

Agency	Client
Signature: _____	Signature: _____
Name: [Agency Signatory Name]	Name: [Client Signatory Name]
Title: [Title]	Title: [Title]
Date: _____	Date: _____

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