

# ADVERTISING AGENCY AGREEMENT

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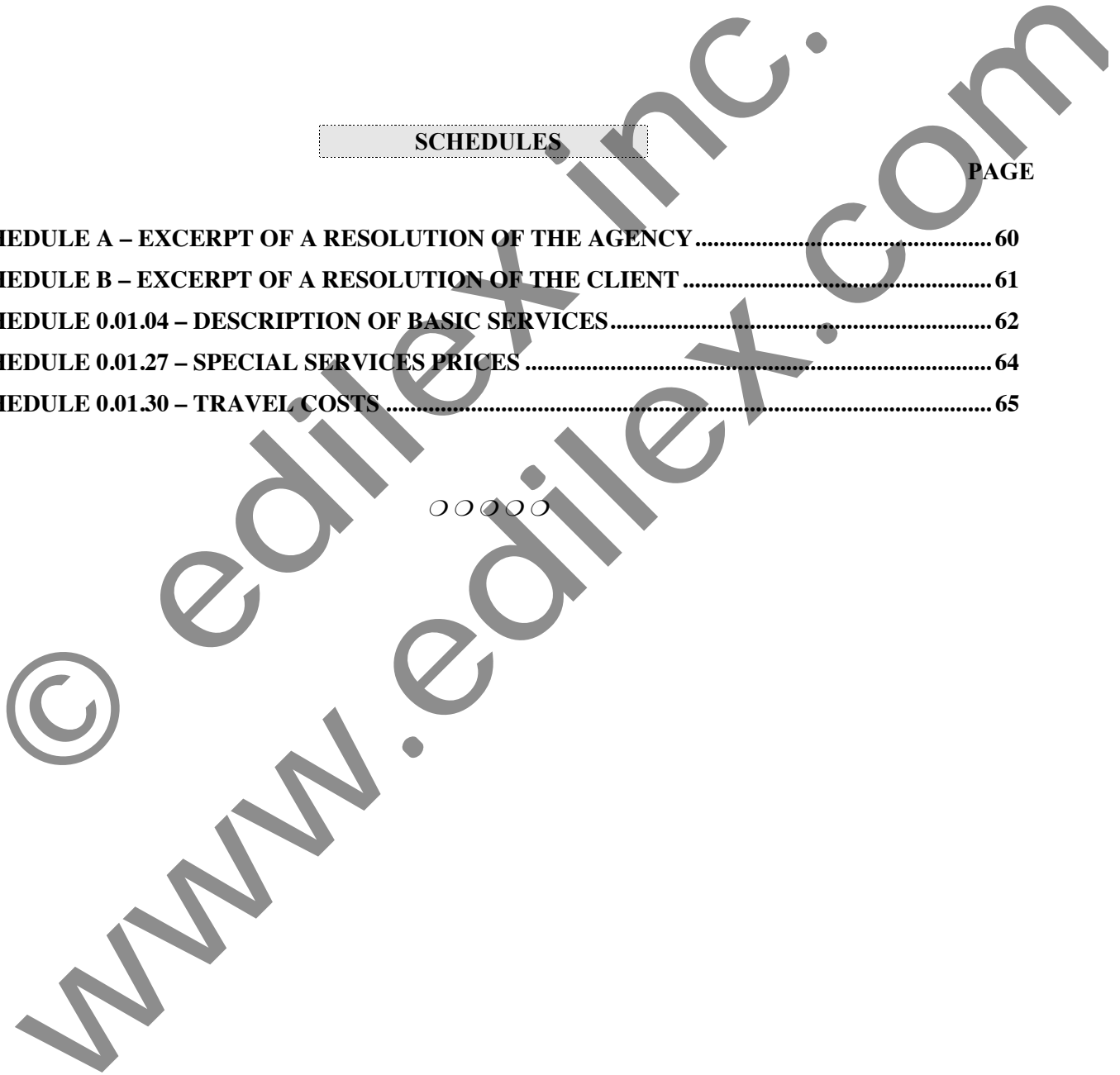
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ADVERTISING AGENCY AGREEMENT entered into in the City of ....., Province of ....., Canada.

BETWEEN: V1 ..... (name of natural person), ..... (occupation), domiciled and residing at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code);

OR

V2 ..... (corporate or business name), a legal person duly incorporated pursuant to the ..... Act (name of statute under which the corporation was incorporated), having its principal place of business at ..... (insert civic number and street name), in the City of ..... (insert name of city), Province of ..... (insert name of province), ..... (postal code);

OR

V3 ..... (corporate name), a legal person duly incorporated pursuant to the ..... Act (name of statute under which the corporation was incorporated), having its head or registered office at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code), and duly registered under the designating number ..... (.....) in accordance with the ..... Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof;

OR

V4 ..... (corporate name), a legal person, duly incorporated pursuant to the ..... Act (name of statute under which the corporation was incorporated), having its head or registered office at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code), and duly registered under the designating number ..... (.....) in accordance with the ..... Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

OR

V5 ..... (common business name), [general partnership], OR [limited partnership represented by ..... (name of its general partner), its general

AGENCY	CLIENT

partner] **OR** [undeclared partnership], **OR** [joint venture], **OR** [collaboration], **OR** [any other group of persons] operating a business through the exercise of an organized economic activity of a commercial nature, duly formed pursuant to the [Civil Code of Québec] **OR** [any applicable general law] **OR** [any other applicable statute], having its head or registered office at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code), and duly registered (as the case may be) under the designating number ..... (.....) in accordance with the ..... Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration] **OR** [as indicated in the resolution of the members of any other group of persons];

**HEREINAFTER REFERRED TO AS THE “AGENCY”;**

**AND:** ..... (identify client);

**HEREINAFTER REFERRED TO AS THE “CLIENT”;**

**HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.**

**RECITALS**

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) The CLIENT is engaged in the business of ..... (describe business sector);
- (B) The AGENCY is engaged in the business of offering services in the field of advertising;
- (C) The CLIENT wishes to entrust the conception, planning, production and distribution of advertising intended for the promotion of its products [OR services OR products and services] to the AGENCY;

AGENCY	CLIENT

- (D) The AGENCY agrees to act on behalf of the CLIENT in exchange for consideration;
- (E) The PARTIES wish to record the terms of their agreement regarding such purpose in a written document;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

**V1 (Short Form)** NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**OR**

**V2 (Long Form)** NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS AND THOSE SPECIFIC TO EACH PARTY, AS THE CASE MAY BE, CONTAINED HEREIN, THE PARTIES, INTENDING TO BE LEGALLY BOUND HEREBY, AGREE AS FOLLOWS:

**0.00**

**INTERPRETATION**

**0.01**

**Definitions**

**V1 (Sole Agreement)** Unless otherwise indicated, the following capitalized terms or expressions throughout the Agreement shall have the meaning indicated below:

**OR**

**V2 (Multiple Agreements)** Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary or subordinate documentation shall be interpreted or construed as follows:

**0.01.01 Activities**

means, regarding the AGENCY, ..... (*describe its principal business activities*) and, regarding the CLIENT, ..... (*describe its principal business activities*);

**0.01.02 Advertising Budget**

means, for each of CLIENT’s fiscal year, the amount allowed for the promotion of its products and services;

**0.01.03 Agreement**

AGENCY	CLIENT