GOOGLE MARKETING AGREEMENT

Google Business Optimization • Google Ads Management • Shrewsbury, MA | Confidential

1. PARTIES

This Google Marketing Agreement (**"Agreement"**) is entered into as of _____ (**"Effective Date"**) by and between:

Aurora Web Designs, with a principal place of business in Shrewsbury, MA (**"Service Provider"**), and

_____ (**"Client"**), located at _____.

Collectively referred to herein as the "Parties." Service Provider offers professional Google marketing services, including Google Business Profile optimization and ongoing Google Ads management, and Client desires to engage Service Provider to provide such services on the terms set forth in this Agreement.

2. SCOPE OF SERVICES

Subject to Client's payment and compliance with this Agreement, Service Provider agrees to provide the following services (**"Services"**):

2.1 Google Business Setup and Optimization

- Creation or optimization of the Client's Google Business Profile.
- Ensuring the profile is fully optimized with accurate business information, categories, images, and descriptions.
- Linking the Google Business Profile to the Client's website for enhanced SEO and visibility.

2.2 Monthly Marketing Services

- Ongoing Google Ads profile management.
- Monthly analytics and performance reporting.
- Customized marketing strategies based on the Client's specified budget.
- Local SEO improvements to increase online visibility and attract relevant traffic.

2.3 Support and Consultation

- Dedicated support for inquiries and adjustments.
- Recommendations for maximizing ROI on Google marketing campaigns.

2.4 Services Not Included

Unless explicitly agreed in writing, the following are NOT included in this Agreement: website design or development, social media management, email marketing, graphic design beyond basic ad creative direction, and any third-party tool subscriptions.

3. FEES AND PAYMENT TERMS

3.1 Setup Fee

- A one-time setup fee of $100 is due upon signing this Agreement.

3.2 Monthly Service Fee

- The monthly service fee is $100, with a minimum commitment of three (3) months.

3.3 Client-Defined Ad Budget

IMPORTANT: Google ad spend is SEPARATE from and in ADDITION to Service Provider's monthly service fee. Service Provider's fees do not include any ad spend.

The Client will specify a monthly budget for Google ad spend, which will be directly managed by Service Provider. Ad spend is billed by Google directly and is not collected or held by Service Provider unless expressly agreed in writing.

3.4 Payment Terms

- Payments are due on the first day of each month.
- Payments shall be made via _____ [ACH / check / credit card / other].

3.5 Late Payments

- Late payments are subject to a 5% late fee after a grace period of seven (7) days.
- Service Provider reserves the right to pause or suspend Services for accounts more than seven (7) days past due.

3.6 Refund Policy

- Setup fees are non-refundable.
- Monthly fees are non-refundable once services have been rendered for the billing period.

3.7 Fee Adjustments

Service Provider may adjust its monthly service fee upon thirty (30) days' written notice to Client. Client's continued engagement of Services after the effective date of such adjustment constitutes acceptance.

4. ACCOUNT ACCESS & ONBOARDING

- Client agrees to grant Service Provider administrative or manager-level access to Client's Google Business Profile, Google Ads account, and any other platforms reasonably required to perform the Services.
- Client represents and warrants that it has the authority to grant such access and that all accounts are in good standing and compliant with Google's terms.
- If Client does not have existing accounts, Service Provider may create them on Client's behalf.
- Onboarding is expected to begin within a reasonable time following execution of this Agreement and receipt of all required access credentials.

5. TERM AND TERMINATION

5.1 Term

This Agreement will commence on the Effective Date and will continue for a minimum term of three (3) months (the **"Initial Term"**).

5.2 Renewal

After the Initial Term, this Agreement will renew on a month-to-month basis unless terminated by either Party with thirty (30) days' written notice.

5.3 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party breaches any material term of this Agreement and fails to cure such breach within ten (10) days of written notice, where curable.

5.4 Termination for Convenience

After the Initial Term, either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party. Fees accrued through the notice period remain due and payable.

5.5 Post-Termination Obligations

Upon termination of this Agreement, all campaigns, configurations, and information set up by Service Provider must be removed or discontinued. Client agrees not to use or continue benefiting from the services or configurations established by Service Provider without ongoing payment. All fees paid prior to termination are non-refundable.

6. CLIENT RESPONSIBILITIES

6.1 Information and Access

Client agrees to provide accurate and timely information, including access to necessary accounts and materials, to facilitate the provision of Services.

6.2 Content Provision

Client is responsible for providing all required content, such as images, descriptions, and any other materials needed for campaigns, in a timely manner. Service Provider is not liable for delays caused by incomplete or missing content from Client.

6.3 Compliance

Client agrees to comply with Google's policies and guidelines at all times. Service Provider is not liable for suspension, penalties, or ad disapprovals resulting from non-compliance by Client.

7. INTELLECTUAL PROPERTY

Each Party retains ownership of its respective pre-existing intellectual property. As between the Parties:

- Client owns all content, trademarks, logos, and business information it provides to Service Provider.
- Service Provider owns all proprietary methodologies, frameworks, processes, and strategies it uses to deliver the Services, regardless of whether they are used within Client's accounts.
- Reports and analyses delivered to Client during the engagement may be used by Client for its own business purposes.

Client grants Service Provider a non-exclusive, royalty-free license to use Client's trademarks, brand assets, and content solely to perform the Services during the term of this Agreement.

8. WARRANTIES DISCLAIMER & NO PERFORMANCE GUARANTEES

Service Provider does NOT guarantee specific outcomes or results from the Services, including but not limited to leads, sales, revenue, or return on ad spend, as these depend on numerous factors beyond Service Provider's control.

SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability or fitness for a particular purpose
- Guarantees of search rankings, ad approval, traffic, leads, or sales
- Warranties regarding Google's platforms, policies, or availability

9. INDEMNIFICATION

Client agrees to defend, indemnify, and hold harmless Service Provider and its officers, employees, agents, and contractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Client-provided content or claims that infringe third-party rights or violate applicable law
- Client's violation of Google's policies or guidelines
- Client's breach of any representation, warranty, or obligation under this Agreement
- Client's use of the Services

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- Service Provider's total cumulative liability to Client for any and all claims arising under or related to this Agreement shall not exceed the total service fees (excluding ad spend) paid by Client during the three (3) calendar months immediately preceding the event giving rise to the claim.
- IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST AD SPEND, OR LOST BUSINESS OPPORTUNITIES, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Service Provider is not liable for account suspensions, policy changes, or outages caused by Google or other third-party platforms.

11. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of proprietary information shared during the term of this Agreement, including business plans, pricing, campaign data, and performance metrics. This obligation survives the termination of this Agreement for a period of three (3) years.

12. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, platform outages, algorithm changes, cyberattacks, government orders, or internet infrastructure failures. The affected Party shall provide prompt written notice and use commercially reasonable efforts to resume performance.

13. NON-SOLICITATION

During the term of this Agreement and for twelve (12) months following its termination or expiration, Client agrees not to, directly or indirectly, solicit, hire, engage, or contract with any employee, contractor, or subcontractor of Service Provider who was involved in the performance of Services under this Agreement.

14. MUTUAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has full legal authority to enter into and perform this Agreement, that this Agreement does not conflict with any other agreement to which it is a party, and that it will comply with all applicable laws and regulations in performing its obligations. Client additionally represents that its business, products, and services are lawful and properly licensed in all jurisdictions where they are advertised.

15. DISPUTE RESOLUTION

15.1 Informal Resolution

Before initiating formal proceedings, the Parties agree to attempt in good faith to resolve any dispute through direct written communication within fifteen (15) business days of the dispute arising.

15.2 Mediation

If informal resolution fails, the Parties agree to participate in non-binding mediation administered by a mutually agreed-upon mediator in Worcester County, Massachusetts, at shared cost.

15.3 Binding Arbitration

If mediation fails to resolve the dispute within thirty (30) days, the dispute shall be resolved by binding arbitration administered by JAMS or the American Arbitration Association (AAA) under its Commercial Arbitration Rules, in Worcester County, Massachusetts.

15.4 Prevailing Party

In any arbitration or litigation arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

16. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. Subject to Section 15, any action arising under this Agreement shall be brought exclusively in the state or federal courts located in Worcester County, Massachusetts.

17. DATA, PRIVACY & PLATFORM COMPLIANCE

- Client is solely responsible for ensuring its business, website, and advertising comply with all applicable data privacy laws, including the Massachusetts Data Privacy Law (M.G.L. c. 93H), GDPR (if applicable), and CCPA (if applicable).
- Service Provider will implement tracking and analytics tools as reasonably required to perform the Services. Client consents to such implementation.
- Client agrees to obtain all legally required consents from its website visitors for the use of tracking technologies.

18. INDEPENDENT CONTRACTOR

Service Provider is an independent contractor and not an employee, partner, joint venturer, or agent of Client. Service Provider retains sole control over the manner and means of performing the Services. Nothing in this Agreement creates any employment, partnership, or agency relationship between the Parties. Service Provider is not an authorized representative of Google LLC.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior agreements, discussions, negotiations, or representations, whether oral or written.

20. AMENDMENTS

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by authorized representatives of both Parties.

21. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

22. WAIVER

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right. A single or partial exercise of any right shall not preclude further exercise of that right.

23. NOTICES

All notices under this Agreement shall be in writing and delivered by: (a) email with confirmed receipt, (b) overnight courier, or (c) certified mail, return receipt requested. Notice is effective upon confirmed delivery.

24. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall constitute an original. Electronic signatures (including via DocuSign or HelloSign) shall be deemed valid and binding to the same extent as original wet-ink signatures.

25. SIGNATURES

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Agreement.

SERVICE PROVIDER	CLIENT
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Name: Bryan Favuzza	*Printed Name / Business Name*
_____	_____
Title: Owner	*Title / Role*
_____	_____
Date	*Date*

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