



AGENCY COVENANT TO CLIENT

As exclusive advertising agency to **SAMPLE COMPANY** , **RAINMAKER ADVERTISING** does herewith accept such engagement in connection with the placement of all types of advertising purchases including newspapers, magazines, radio, television, outdoor, and other media for all of client's advertising needs.

Covenant of Duties and Accountability:

The agency hereby offer client this covenant to coordinate and make payment to all acquired advertising media sources and other related services as agreed to by client within 30-days of receipt of client funds.

During the period of time between receiving client payment for the previous months media purchase and submission of said funds to media sources and vendors, the agency shall without exception, hold in reserve monies equivalent to the sum of client payment.

These client monies shall be held in a separate bank account from the agencies general account for the sole purpose of satisfying the previous month's media and vendor purchases.

Proof and evidence of this agreement are open and available to the client at any time, without prior notice, upon request.

Economies in Media Purchases:

Media and vendor sources will always be treated fairly, honestly, and as partners in the effort to help the client realize their desired results. When dealing with media and vendors, agency personnel shall always conduct themselves in a manner that is complimentary to the client as an extension of the client's normal good will efforts.

Agency shall always negotiate media rates at or below the rate card as offered by media sources. Every effort will be made by agency to secure the lowest rates and/or value added media for client as part of an understanding that all media and vendor invoices will be paid within 30-days of agency receipt of client monies.

Media purchases shall be made on the basis of what is best for the client without regard for relationships with media representatives, favoritism and/or any media incentives, gifts, or enticements to agency or its personnel.

Agency shall strive to gain economies for client when negotiating for media in an effort to show the client a reduction in cost and/or additional media exposure, and thus allow the client to realize true agency service.

Agency will work with clients to establish monthly, quarterly and annual media plans that enable the agency to secure all available discounts and value added additional media.

Agency will make client aware of any and all incentives, gifts and contest that are offered by media/vendor sources as a result of purchases being made by the client.

DATED this _____ day of _____, 2006
The foregoing engagement accepted on behalf of

SAMPLE COMPANY

By: _____

Owner

RAINMAKER ADVERTISING, INC.

By: Don Oschwald

Don Oschwald, partner

