

Marketing Services Agreement

Between: Cedar Lane Bakery LLC (“Client”)
540 Linden Street, Portland, OR 97214

And: Brightline Studio LLC (“Studio”)
1218 NW Glisan Street, Suite 4, Portland, OR 97209

Effective Date: May 1, 2026

1. Services

The Studio agrees to provide the following monthly marketing services to the Client:

- Manage the Client’s Instagram and Facebook accounts, including content planning, post creation, and community responses (up to 12 posts per month, combined across platforms).
- Design and send two (2) email newsletters per month to the Client’s customer list.
- Produce one (1) short-form video per month (under 60 seconds) suitable for Instagram Reels and TikTok.
- Provide a one-page monthly performance summary by the 5th business day of the following month.

2. Term

This Agreement begins on the Effective Date and continues for an initial term of twelve (12) months, ending April 30, 2027.

The Agreement will automatically renew for successive twelve-month terms unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term. Notice provided after that window will not prevent renewal.

3. Fees and Payment

The Client agrees to pay the Studio a monthly fee of **\$1,250 USD**, invoiced on the 1st of each month and due within ten (10) days of the invoice date.

A late fee of 5% will be applied to any invoice not paid within fifteen (15) days of the invoice date.

A one-time onboarding fee of **\$1,800 USD** is due upon signing and covers initial brand setup, content audit, and template creation.

4. Client Responsibilities

The Client agrees to:

- Provide product photography or grant access to existing brand assets within seven (7) days of the Effective Date.
- Respond to Studio approval requests within three (3) business days. If no response is received, the Studio may proceed at its discretion.
- Notify the Studio of any change to brand voice, product offerings, or business hours within a reasonable period.

5. Intellectual Property

All deliverables produced under this Agreement become the property of the Client upon full payment for the month in which they were produced.

The Studio retains the right to display deliverables in its portfolio, on its website, and in case studies for marketing purposes, including identifying the Client by name, unless the Client objects in writing.

6. Termination

Either party may terminate this Agreement for any reason with thirty (30) days' written notice. If the Client terminates within the initial twelve-month term, the Client agrees to pay 50% of the remaining monthly fees as an early-termination fee, due within thirty (30) days of termination.

Either party may terminate immediately for material breach if the other party fails to cure the breach within fifteen (15) days of written notice.

7. Confidentiality

Both parties agree to keep confidential any non-public business information shared during the course of this engagement, including customer lists, pricing, vendor relationships, and unreleased products. This obligation survives termination of the Agreement for a period of two (2) years.

8. Limitation of Liability

The Studio's total liability under this Agreement, regardless of cause, is limited to the total fees paid by the Client in the three (3) months preceding the event giving rise to the claim.

9. Governing Law

This Agreement is governed by the laws of the State of Oregon. Any disputes will be resolved in the state or federal courts located in Multnomah County, Oregon.

Client: _____

Maria Chen, Owner, Cedar Lane Bakery LLC

Date: _____

Studio: _____

James Rivera, Principal, Brightline Studio LLC

Date: _____