



TEXT MARKETING

Service Agreement Example

SERVICE PROVIDER	CLIENT
[Provider Legal Name]	[Client Legal Name]
[Provider Address]	[Client Address]
[Provider Email]	[Client Email]
Effective Date: [Month Day, Year]	Initial Billing Date: [Month Day, Year]

BEFORE USING THIS AGREEMENT

This is a customizable educational example, not legal advice. Replace the Texta Academy header and footer with your own branding; update every bracketed field and all business terms; and have a licensed attorney in your jurisdiction review the agreement before use. Messaging, privacy, automatic-renewal, and cancellation requirements can vary by state and by the type of campaign.

Agreement Overview and Scope

Use the agreement to document the actual service being purchased - not every service the provider could offer.

1. AGREEMENT AND DEFINITIONS

This Text Marketing Service Agreement (the Agreement) is entered into as of the Effective Date by and between [Provider Legal Name] (Provider) and [Client Legal Name] (Client). Provider and Client may each be called a Party and together the Parties.

The Services are the text marketing services listed in the Service Summary below. A Campaign is a text message or coordinated message series prepared or scheduled for Client. The Subscriber Database means the phone numbers and related subscriber information collected for Client's messaging program.

2. SERVICE SUMMARY

SELECTED PACKAGE	MONTHLY FEE
[Package Name]	[\$Amount] per month
MONTHLY TEXT ALLOWANCE	CAMPAIGN ALLOWANCE
[Number of outbound texts]	[Number of campaigns or scope]
SETUP FEE	ADDITIONAL USAGE
[\$Amount / Waived]	[\$Rate or pricing method]

The Services include only the items selected below or attached as an approved scope of work:

- Text marketing account and keyword setup as applicable.
- Campaign planning, writing, review, scheduling, and delivery as specified in the selected package.
- Client support through [email / phone / scheduled meetings] during [business hours].
- Other included services: [describe].

3. SERVICES OUTSIDE SCOPE

Additional text usage, additional locations, additional campaigns, rush requests, custom materials, extensive revisions, in-person meetings, or services not listed in the Service Summary require separate written approval and may require additional fees. Provider is not required to begin out-of-scope work until price and timing are accepted in writing.

Service Delivery and Client Responsibilities

Set a workable campaign process before deadlines, revisions, and approvals become a problem.

4. CAMPAIGN REQUESTS AND THE 24-HOUR REQUIREMENT

Client must provide complete campaign details, any required assets, and final approval at least 24 business hours before the requested send time. Business hours are [days and hours, including time zone]. The 24-hour period begins only after Provider has received everything reasonably needed to prepare and schedule the Campaign.

Provider may reschedule or decline a request submitted with less than 24 business hours' notice. A rush request is not guaranteed and, if accepted, may require a fee of \$[amount or method]. Provider is not responsible for delays caused by late information, delayed approval, platform review, carrier filtering, outages, or circumstances outside Provider's reasonable control.

5. CLIENT INFORMATION, REVIEW, AND APPROVAL

Client will provide accurate and complete business information, promotion details, offer terms, dates, links, images, and other materials needed for the Services. Client will identify an authorized contact who may approve Campaigns and make decisions on Client's behalf.

When approval is required, Client is responsible for reviewing spelling, pricing, dates, links, offer restrictions, legal disclosures, and factual accuracy. Provider may rely on approval received from Client's authorized contact. Changes requested after approval may be treated as a new or rush request.

6. OFFERS, PROMOTIONS, AND CUSTOMER COMMITMENTS

Client is solely responsible for ensuring that every offer, discount, giveaway, reward, promotion, product claim, and expiration date is lawful, accurate, sufficiently stocked or available, and honored as communicated. Provider may refuse content that appears deceptive, unlawful, unsafe, or inconsistent with carrier or platform requirements.

7. PROVIDER RESPONSIBILITIES

Provider will perform the Services in a professional manner consistent with the selected package and the agreed campaign process. Provider will use commercially reasonable efforts to prepare and schedule approved Campaigns, maintain the confidentiality of Client information, and communicate promptly about material service issues known to Provider.

8. NO GUARANTEED RESULTS

Client understands that marketing results depend on factors outside Provider's control, including list quality, offer strength, customer demand, timing, carrier filtering, device behavior, and Client participation. Provider does not guarantee message delivery, revenue, sales, appointments, redemptions, subscriber growth, or any other specific result.

Messaging Compliance and Subscriber Data

The client owns the audience. Both parties still need clear operational responsibilities for consent, suppression, and data handling.

9. MESSAGING COMPLIANCE

Each Party will comply with the laws and rules applicable to its role in the Services, including the Telephone Consumer Protection Act (TCPA), applicable Federal Communications Commission rules, state telemarketing and privacy laws, and applicable carrier and messaging-platform requirements.

Client is the seller, content owner, and message sponsor unless the Parties state otherwise in writing. Client represents and warrants that it has obtained and will maintain all consent required to send each Campaign to each recipient; that its opt-in methods and disclosures are legally sufficient; and that it can produce reasonable records of consent when requested.

Client will not provide, upload, purchase, rent, scrape, manually add, or direct Provider to message a number unless Client has a lawful basis and the required consent to do so. Client will promptly notify Provider of any consent revocation, complaint, demand, or compliance concern related to the program.

Provider will use available platform controls to process recognized opt-out requests and suppress opted-out numbers from future marketing Campaigns. Provider may pause or refuse a Campaign when consent, required disclosures, list origin, content, or compliance cannot reasonably be verified. Provider's review or assistance does not constitute legal advice and does not transfer Client's responsibility for its business, offers, audience, or consent records.

10. SUBSCRIBER DATABASE OWNERSHIP

As between the Parties, Client owns its Subscriber Database, including subscriber phone numbers and related information collected for Client's program. Client grants Provider a limited, nonexclusive right to access, host, process, and use that data only as necessary to provide the Services, maintain suppression records, comply with law, and protect the messaging program.

Provider will not sell Client's Subscriber Database or use it to market Provider's or another client's products or services. Upon Client's written request or termination, Provider will make a commercially reasonable export available in a commonly used format, subject to platform capabilities, legal restrictions, and payment of undisputed amounts due. Provider may retain limited archival, security, billing, or suppression records when reasonably required by law or ordinary system operations, but will not use retained data for unrelated marketing.

11. CONFIDENTIALITY AND DATA SECURITY

Each Party will protect the other Party's nonpublic business, customer, pricing, technical, and account information using reasonable care and will use it only for this Agreement. Confidentiality does not apply to information that is public through no breach, independently developed, lawfully received from another source, or required to be disclosed by law. Each Party will promptly notify the other of a known material security incident affecting information under that Party's control.

Fees, Term, and Ending the Agreement

Keep payment and cancellation terms operationally clear, including what happens during the final 30 days.

12. FEES AND BILLING

Client will pay the fees shown in the Service Summary. Monthly fees are billed [in advance / in arrears] on [billing date] and authorize Provider to charge the payment method Client maintains with Provider's secure payment processor. Client is responsible for applicable taxes, additional usage, and approved out-of-scope work. Provider will not collect or store full payment-card details in this Agreement.

Invoices are due within [number] days. An undisputed amount not paid when due may incur a late fee of [amount or lawful rate] and reasonable collection costs, subject to applicable law. Client must raise a good-faith billing dispute within [number] days after the invoice date and timely pay all undisputed amounts.

13. TERM AND 30-DAY CANCELLATION

The Agreement begins on the Effective Date and continues on a month-to-month basis unless the Service Summary states a different initial term. After any stated initial term, the Agreement renews monthly until terminated.

Either Party may terminate the Agreement for convenience by giving the other Party at least 30 calendar days' written notice. Termination becomes effective 30 calendar days after confirmed receipt of notice unless the Parties agree to a later date. Client remains responsible for fees, approved work, and usage through the effective termination date. [State whether the final monthly fee will be prorated.]

Either Party may terminate for a material breach if the breach is not cured within [10] days after written notice. Provider may suspend Services sooner when reasonably necessary because of nonpayment, suspected unlawful messaging, a security threat, platform or carrier action, or conduct that could harm recipients, Provider, or the messaging program.

14. EFFECT OF TERMINATION

After termination, Provider will stop scheduling new Campaigns, complete or cancel pending work as the Parties reasonably agree, provide the Subscriber Database export described in Section 10, and disable access under Provider's control. Sections concerning payment obligations, ownership, confidentiality, compliance, disclaimers, liability, and dispute terms survive termination to the extent their purpose requires.

15. OWNERSHIP OF MATERIALS

Client retains ownership of its names, trademarks, offers, images, customer information, and materials supplied to Provider. After full payment, Client may use final Client-specific Campaign copy created under this Agreement. Provider retains ownership of its preexisting templates, systems, processes, know-how, training materials, and reusable concepts. Provider may not publicly identify Client or display Client work without Client's permission.

Risk and General Terms

Complete the legal and operational details before preparing the final version for signature.

16. INDEMNIFICATION AND LIMITATION OF LIABILITY

Client will defend and indemnify Provider from third-party claims arising from Client's offers, products, supplied materials, Subscriber Database, consent practices, instructions, or breach of this Agreement. Provider will defend and indemnify Client from third-party claims arising from Provider's gross negligence, willful misconduct, or knowing unauthorized use of Client's confidential information. These obligations should be reviewed and adapted by counsel.

To the fullest extent permitted by law, neither Party is liable for indirect, incidental, special, consequential, exemplary, or lost-profit damages. Except for obligations or liability that cannot legally be limited, each Party's aggregate liability will not exceed the fees paid or payable during the [three / six / twelve] months preceding the event giving rise to the claim.

17. NOTICES

Formal notices under this Agreement must be in writing and delivered by email to the addresses below, with confirmation of transmission, or by nationally recognized delivery service. A cancellation notice is effective when received and confirmed by the receiving Party.

18. INDEPENDENT CONTRACTOR; NO PARTNERSHIP

Provider is an independent contractor. Nothing in this Agreement creates an employment, partnership, franchise, fiduciary, or joint-venture relationship. Neither Party may bind the other except as expressly stated in writing.

19. GENERAL CONTRACT TERMS

This Agreement and any signed Service Summary or addendum are the entire agreement concerning the Services and replace prior discussions or proposals on the same subject. A change must be in writing and accepted by both Parties. If a provision is unenforceable, the remaining provisions remain effective. A waiver on one occasion is not a continuing waiver. Neither Party may assign this Agreement without the other's written consent, except in connection with a merger, reorganization, or sale of substantially all relevant assets.

Neither Party is liable for delay caused by events beyond its reasonable control, except that payment obligations already due are not excused. This Agreement is governed by the laws of [State], without regard to conflict-of-law rules. Any dispute will be resolved in [County, State / mediation / arbitration process], as reviewed and completed by counsel.

20. ELECTRONIC SIGNATURES AND COUNTERPARTS

The Parties may sign this Agreement electronically and in counterparts. Each signed counterpart is treated as an original, and together they form one agreement.

Acceptance and Signatures

Confirm the controlling business terms and notice contacts before both parties sign.

SELECTED PACKAGE	MONTHLY FEE
[Package Name]	[\$Amount] per month
EFFECTIVE DATE	INITIAL BILLING DATE
[Month Day, Year]	[Month Day, Year]

The Parties acknowledge that they have read, understood, and agreed to this Agreement and that each signer is authorized to bind the Party identified below.

SERVICE PROVIDER	CLIENT
Signature: _____	Signature: _____
Printed Name: [Name]	Printed Name: [Name]
Title: [Title]	Title: [Title]
Date: [Date]	Date: [Date]
Notice Email: [Email]	Notice Email: [Email]