

# SERVICES AGREEMENT

## (GENERAL TEMPLATE)

|                                      |                                                                    |
|--------------------------------------|--------------------------------------------------------------------|
| <b>Agreement Date:</b>               | [Date of Execution]                                                |
| <b>Effective Date:</b>               | [Date Services Commence]                                           |
| <b>Party 1 ("Client"):</b>           | [Client's Full Legal Name, State of Formation/Residence]           |
| <b>Party 2 ("Service Provider"):</b> | [Service Provider's Full Legal Name, State of Formation/Residence] |
| <b>Agreement Type:</b>               | Services Agreement                                                 |
| <b>Governing Law:</b>                | State of [State]                                                   |

This Services Agreement (this "Agreement") is entered into as of [Date] (the "Effective Date") by and between:

[CLIENT'S FULL LEGAL NAME], a [state of formation] [corporation / limited liability company / individual] with its principal place of business [or: residing] at [Address, City, State, Zip] ("Client");

**and**

[SERVICE PROVIDER'S FULL LEGAL NAME], a [state of formation] [corporation / limited liability company / individual] with its principal place of business [or: residing] at [Address, City, State, Zip] ("Service Provider").

Client and Service Provider are sometimes referred to individually as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. SERVICES**

### **1.1 Description of Services.**

Service Provider agrees to perform the services described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Services"). Service Provider shall perform the Services in a professional, workmanlike manner consistent with industry standards. Any changes to the scope of Services must be agreed upon in writing by both Parties pursuant to Section 1.3.

### **1.2 Deliverables.**

Service Provider shall deliver the items set forth in Exhibit A ("Deliverables") in accordance with the schedule set forth therein. Client shall review each Deliverable within [X] business days of receipt and provide written notice of acceptance or rejection with detailed comments. Deliverables not rejected within [X] business days shall be deemed accepted.

### **1.3 Change Orders.**

Either Party may request changes to the Services or Deliverables by submitting a written change request. A change request is effective only upon execution of a written change order signed by both Parties. No change shall result in any additional fees or schedule adjustments without a duly executed change order.

## **2. TERM AND TERMINATION**

### **2.1 Term.**

This Agreement shall commence on the Effective Date and continue until [completion of all Services / the date set forth in Exhibit A / [specific end date]] (the "Term"), unless earlier terminated in accordance with this Section 2.

## **2.2 Termination for Convenience.**

Either Party may terminate this Agreement for any reason upon [thirty (30)] days' prior written notice to the other Party. Upon termination for convenience by Client, Client shall pay Service Provider for all Services performed and expenses incurred through the effective date of termination.

## **2.3 Termination for Cause.**

Either Party may terminate this Agreement immediately upon written notice if: (a) the other Party materially breaches this Agreement and fails to cure such breach within [fifteen (15)] days after receiving written notice specifying the breach; (b) the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or has a bankruptcy petition filed by or against it; or (c) the other Party engages in fraudulent, illegal, or grossly negligent conduct.

## **3. COMPENSATION AND PAYMENT**

### **3.1 Fees.**

In consideration for the Services, Client shall pay Service Provider the fees set forth in Exhibit B attached hereto ("Fees"). [Choose one: (a) Flat Fee: Client shall pay Service Provider a total flat fee of \$[Amount] for all Services. / (b) Hourly Rate: Client shall pay Service Provider at the hourly rate of \$[Rate] per hour, based on time actually worked. / (c) Milestone-Based: Client shall pay Service Provider the milestone payments set forth in Exhibit B upon completion and Client's acceptance of each milestone.]

### **3.2 Invoicing and Payment Terms.**

Service Provider shall submit invoices to Client [monthly / upon completion of each milestone / as set forth in Exhibit B]. Each invoice shall describe in reasonable detail the Services

performed and, if applicable, the hours worked. Client shall pay each undisputed invoice within [thirty (30)] days of receipt. Past-due amounts shall accrue interest at the rate of [1.5%] per month (or the maximum rate permitted by law, whichever is less) from the due date until paid in full.

### **3.3 Expenses.**

[Choose one: Service Provider shall bear all expenses incurred in connection with performing the Services. / Client shall reimburse Service Provider for reasonable, pre-approved out-of-pocket expenses incurred in connection with performing the Services, provided that Service Provider submits receipts and documentation for any expense exceeding \$[amount].]

## **4. INTELLECTUAL PROPERTY**

### **4.1 Work Product Ownership.**

[Option A – Client Owns Work Product:] Subject to Client's full payment of all Fees, all Deliverables and work product created by Service Provider under this Agreement ("Work Product") shall be the sole and exclusive property of Client. To the extent any Work Product constitutes a 'work made for hire' under applicable copyright law, it shall be deemed such. To the extent any Work Product does not qualify as a work made for hire, Service Provider hereby irrevocably assigns to Client all right, title, and interest in and to the Work Product, including all intellectual property rights therein.

[Option B – Service Provider Retains Ownership; License Granted:] Service Provider retains all right, title, and interest in and to the Work Product. Subject to Client's full payment of all Fees, Service Provider grants Client a non-exclusive, non-transferable, royalty-free license to use the Work Product solely for Client's internal business purposes.

#### **4.2 Pre-Existing Intellectual Property.**

Each Party retains all right, title, and interest in and to its pre-existing intellectual property and proprietary materials ("Background IP"). Nothing in this Agreement shall be construed as a transfer or license of any Party's Background IP, except to the extent expressly set forth herein.

### **5. CONFIDENTIALITY**

#### **5.1 Obligations.**

Each Party (the "Receiving Party") agrees to keep strictly confidential all Confidential Information of the other Party (the "Disclosing Party") and to use such Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement. 'Confidential Information' means all non-public information disclosed by the Disclosing Party, whether oral, written, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

#### **5.2 Exceptions.**

The confidentiality obligations in Section 5.1 do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party without restriction prior to disclosure; (c) is rightfully obtained from a third party without restriction; or (d) is required to be disclosed by law or court order, provided the Receiving Party gives prompt written notice and cooperates with the Disclosing Party in seeking a protective order.

### **6. REPRESENTATIONS AND WARRANTIES**

#### **6.1 Mutual Representations.**

Each Party represents and warrants that: (a) it has full power and authority to enter into this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized; (c) this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable in accordance with its terms; and (d) its performance hereunder will not violate any applicable law or any agreement to which it is a party.

## **6.2 Service Provider's Representations.**

Service Provider represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner; (b) the Deliverables, to Service Provider's knowledge, will not infringe any third-party intellectual property rights; and (c) Service Provider has the requisite skills, experience, and qualifications to perform the Services.

## **7. LIMITATION OF LIABILITY**

EXCEPT FOR A PARTY'S OBLIGATIONS OF CONFIDENTIALITY, INDEMNIFICATION, OR BREACH OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS SET FORTH HEREIN, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT IN THE [TWELVE (12)] MONTHS PRECEDING THE CLAIM.

## **8. INDEMNIFICATION**

Each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the Indemnifying Party's breach of this Agreement; (b) the Indemnifying Party's negligence or willful misconduct; or (c) any infringement of a third party's intellectual property rights by the Indemnifying Party's materials or deliverables.

## **9. GENERAL PROVISIONS**

### **9.1 Independent Contractor.**

Service Provider is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Service Provider has sole responsibility for paying all taxes, benefits, and other obligations arising from its status as an independent contractor.

### **9.2 Governing Law and Dispute Resolution.**

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict-of-law principles. Any dispute arising out of or relating to this Agreement that cannot be resolved amicably shall be submitted to [binding arbitration under the rules of the American Arbitration Association in [City, State] / the exclusive jurisdiction of the state and federal courts located in [City, State]], and the Parties hereby consent to such jurisdiction and venue.

### **9.3 Entire Agreement; Amendments.**

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and

contemporaneous agreements, representations, and understandings. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

**9.4 Notices.**

All notices under this Agreement shall be in writing and delivered by hand, overnight courier, certified mail (return receipt requested), or email with confirmation of receipt, to the addresses set forth above or as otherwise designated in writing.

**9.5 Severability; Waiver.**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach or default shall be deemed a continuing waiver or a waiver of any other provision.

**9.6 Counterparts; Electronic Signatures.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

|                                                  |                                                                      |  |
|--------------------------------------------------|----------------------------------------------------------------------|--|
| <b>CLIENT:</b><br><br>[Client's Full Legal Name] | <b>SERVICE PROVIDER:</b><br><br>[Service Provider's Full Legal Name] |  |
|--------------------------------------------------|----------------------------------------------------------------------|--|

|              |              |  |
|--------------|--------------|--|
| By: _____    | By: _____    |  |
| Name: _____  | Name: _____  |  |
| Title: _____ | Title: _____ |  |
| Date: _____  | Date: _____  |  |

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### EXHIBIT A – SCOPE OF SERVICES

*[Describe the services in detail. Include: scope, deliverables, timeline/milestones, location of performance, and any specifications or performance standards.]*

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### EXHIBIT B – FEES AND PAYMENT SCHEDULE

*[Describe the fee structure. Include: total fees or hourly rates, payment milestones, due dates, accepted payment methods, and wire/ACH instructions if applicable.]*