

## 5-Service Agreement

### Service Agreement

Effective Date: [Date]

Between:

Service Provider: [Service Provider's Name], located at [Service Provider's Address].

Client: [Client's Name], located at [Client's Address].

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#### 1. Scope of Services

The Service Provider agrees to perform the following services ("Services") for the Client:

- Description of Services: [Detailed description of the services to be provided]
- Deliverables: [List of deliverables, if applicable]
- Performance Standards: [Quality standards or benchmarks to be met]

#### 2. Term of Agreement

This Agreement shall commence on [Start Date] and continue until [End Date], unless terminated earlier in accordance with Section 7 of this Agreement.

#### 3. Compensation

- a. Payment Amount: The Client agrees to pay the Service Provider a total amount of [Total Amount] for the Services.
- b. Payment Schedule: Payments shall be made according to the following schedule:
  - [Percentage or Amount] upon signing this Agreement.
  - [Percentage or Amount] upon completion of [Milestone/Deliverable].
  - Final payment of [Percentage or Amount] upon completion of all Services.
- c. Payment Method: Payments shall be made via [Payment Method, e.g., bank transfer, check].

#### 4. Expenses

Unless otherwise agreed in writing, the Service Provider is responsible for all expenses incurred while performing the Services.

#### 5. Responsibilities of the Service Provider

The Service Provider agrees to:

- Perform the Services in a professional and workmanlike manner.
- Comply with all applicable laws, regulations, and industry standards.
- Provide regular updates on the progress of the Services upon the Client's request.

## 6. Responsibilities of the Client

The Client agrees to:

- Provide all necessary information and resources required for the Service Provider to perform the Services.
- Respond promptly to the Service Provider's communications.
- Make payments in accordance with the terms specified in this Agreement.

## 7. Termination

- a. Termination for Convenience: Either party may terminate this Agreement by providing [Number] days' written notice to the other party.
- b. Termination for Cause: Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within [Number] days after receiving written notice of the breach.
- c. Effect of Termination: Upon termination, the Service Provider shall cease all Services and deliver all completed work to the Client. The Client shall pay the Service Provider for all Services rendered up to the date of termination.

## 8. Confidentiality

- a. Definition: "Confidential Information" includes any non-public information disclosed by one party to the other in connection with this Agreement.
- b. Obligations: Both parties agree to keep all Confidential Information confidential and not to disclose it to any third parties without the prior written consent of the other party.
- c. Exceptions: Confidential Information does not include information that is publicly available, already known to the receiving party, or required to be disclosed by law.

## 9. Intellectual Property Rights

- a. Work Product: Any work product developed by the Service Provider in the course of performing the Services shall be the property of [Client/Service Provider], unless otherwise agreed in writing.
- b. License: If the Service Provider retains ownership, they grant the Client a non-exclusive, perpetual license to use the work product for its intended purpose.

## 10. Warranties and Representations

The Service Provider warrants that:

- They have the necessary skills and expertise to perform the Services.
- The Services will be performed in accordance with industry standards.
- The work product will not infringe upon any third-party rights.

#### **11. Limitation of Liability**

Neither party shall be liable to the other for any indirect, incidental, or consequential damages arising out of or related to this Agreement.

#### **12. Indemnification**

Each party agrees to indemnify and hold harmless the other party from any claims, losses, or damages arising out of or related to the indemnifying party's breach of this Agreement or negligence.

#### **13. Independent Contractor Status**

The Service Provider is an independent contractor and not an employee of the Client. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties.

#### **14. Dispute Resolution**

Any disputes arising under this Agreement shall be resolved through [mediation/arbitration/litigation] in accordance with the laws of [State/Country].

#### **15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles.

#### **16. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above or to such other address as either party may specify in writing.

#### **17. Amendments**

Any amendments to this Agreement must be made in writing and signed by both parties.

#### **18. Severability**

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

#### **19. Entire Agreement**

**This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.**

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**IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the Effective Date.**

**Service Provider**

**Signature:** \_\_\_\_\_

**Name:** [Name]

**Title:** [Title]

**Date:** \_\_\_\_\_

**Client**

**Signature:** \_\_\_\_\_

**Name:** [Name]

**Title:** [Title]

**Date:** \_\_\_\_\_