

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on [date] ("Effective Date") between:

Service Provider: [Provider's full legal name or business name], a ☐ sole proprietor ☐ LLC ☐ corporation
☐ other: [type], with its address at [address] ("Provider"), and

Client: [Client's full legal name or business name], with its address at [address] ("Client").

1. Services

1.1 Provider will perform the following services (the "Services"):

[Describe the work specifically: tasks, locations, frequency, deliverables and any standards the work must meet.]

1.2 The Services do not include: [List anything the Client might assume is included but isn't.]

1.3 Provider decides how, when and where to perform the Services, within the schedule in Section 2, and supplies its own tools and equipment unless listed here: [items the Client will provide, or "None"].

2. Term and schedule

2.1 This Agreement starts on the Effective Date and:

- ☐ ends on [date], or when the Services are complete, whichever comes first
- ☐ continues until either party ends it under Section 8

2.2 Provider will start work on [date] and aims to complete it by [date]. Dates move by the length of any delay caused by the Client or by events outside Provider's reasonable control.

3. Fees and payment

3.1 Client will pay Provider:

- ☐ a fixed fee of [\$ amount] for the Services
- ☐ [\$ amount] per hour, estimated at [number] hours; Provider will get Client's approval before going more than [percent]% over the estimate
- ☐ [\$ amount] per month, invoiced on the [day] of each month

3.2 Deposit: ☐ None ☐ [\$ amount] due on signing, credited against the final invoice. If Client cancels before work starts, the deposit is ☐ fully refundable ☐ refundable except [\$ amount] for costs already incurred.

3.3 Provider will invoice ☐ on completion ☐ monthly ☐ on these milestones: [milestones]. Invoices are due within [number] days.

3.4 Late payments may carry a late fee of [amount or percent] per month, but never more than the law allows. Provider may pause the Services if an invoice is more than [number] days overdue, after giving written notice.

3.5 Client will reimburse pre-approved expenses at cost: [types of expenses, or "None"].

3.6 Each party pays its own taxes. Fees do not include sales tax, which will be added if it applies.

4. Changes

Either party can ask for changes to the Services, schedule or fees. A change only takes effect once both parties agree to it in writing, which can be an email that both confirm. Provider does not have to start extra work until the change is agreed.

5. Client responsibilities

Client will give Provider timely access to the premises, systems, information and decisions reasonably needed to do the work, including: [specific items]. Provider is not responsible for delays caused by Client not doing so.

6. Warranty

6.1 Provider will perform the Services in a competent and workmanlike manner, consistent with generally accepted standards for this type of work.

6.2 If Client reports in writing, within [number] days after completion, that part of the Services does not meet this standard, Provider will re-perform that part at no extra charge. If Provider cannot fix it, Client is entitled to a refund of the fees paid for that part.

7. Liability and insurance

7.1 Except for a party's gross negligence, intentional misconduct, or payment obligations, each party's total liability under this Agreement is limited to the total fees paid or payable under it.

7.2 Neither party is liable for indirect or consequential losses such as lost profits, except where the law does not allow this to be limited.

7.3 Provider ☐ carries ☐ does not carry general liability insurance. If it does, the coverage is [\$ amount] and Provider will share proof on request.

8. Termination

8.1 Either party may end this Agreement for any reason with [number] days' written notice.

8.2 Either party may end this Agreement right away by written notice if the other party seriously breaches it and does not fix the breach within [number] days after receiving written notice of it.

8.3 When this Agreement ends, Client pays for Services performed and approved expenses incurred up to the end date, and Provider returns any Client property and unused prepaid fees.

9. Confidentiality

Each party will keep private any non-public information the other shares for this work and use it only to perform this Agreement. This does not apply to information that is public, was already known, or must be disclosed by law.

10. Independent contractor

Provider is an independent business, not an employee, partner or agent of Client. Provider is responsible for its own taxes, insurance and staff, and is free to work for other clients.

11. General terms

11.1 **Entire agreement.** This Agreement is the whole agreement between the parties about the Services and replaces earlier discussions.

11.2 **Amendments.** Changes to this Agreement must be in writing and agreed by both parties.

11.3 **Governing law.** The laws of [State] govern this Agreement.

11.4 **Disputes.** The parties will first try to resolve any dispute by talking in good faith for [number] days before starting any legal action.

11.5 **Notices.** Notices must be in writing and sent to the addresses above or to these email addresses:
Provider: [email]; Client: [email].

11.6 **Severability.** If a court finds part of this Agreement unenforceable, the rest stays in effect.

11.7 **Assignment.** Neither party may transfer this Agreement without the other's written consent, which will not be unreasonably withheld.

11.8 **Electronic signatures.** The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Service Provider

Signature: _____

Name: [full name]

Title: [title, if signing for a company]

Date: [date]

Client

Signature: _____

Name: [full name]

Title: [title, if signing for a company]

Date: [date]