

FEE AGREEMENT

Location: _____ Date: _____

Parties:

This Fee Agreement (the "Agreement") is entered into by and between:

Service Provider: _____

Client: _____

Recitals:

WHEREAS, Service Provider is engaged in the business of providing certain professional services; and

WHEREAS, Client desires to engage Service Provider to provide such services under the terms and conditions set forth herein.

1. Services:

Service Provider agrees to perform the services described in Exhibit A attached hereto (the "Services") in a professional and timely manner in accordance with industry standards.

2. Fees and Payment:

Client agrees to pay Service Provider fees as set forth in Exhibit B attached hereto. Unless otherwise stated, Client shall pay all invoiced amounts within thirty (30) days of receipt of an invoice. Late payments shall incur interest at a rate of 1.5% per month or the maximum allowed by law, whichever is less.

3. Term and Termination:

This Agreement shall commence upon execution and shall continue until completion of the Services unless earlier terminated by either party upon fifteen (15) days' written notice. Upon termination, Client shall pay for all Services performed and expenses incurred prior to termination.

4. Confidentiality:

Each party agrees to keep confidential and not disclose to any third party any proprietary or confidential information received from the other party during the term of this Agreement, except as required by law or authorized in writing.

5. Intellectual Property:

All intellectual property rights arising from the Services performed by Service Provider under this Agreement shall be owned by Client upon full payment of all fees. Service Provider retains the right to use any non-confidential methodologies, ideas, or know-how developed prior to or outside of this Agreement.

6. Independent Contractor:

Service Provider is an independent contractor and nothing herein shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

7. Indemnification:

Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses arising out of or resulting from the indemnifying party's gross negligence or willful misconduct in connection with this Agreement.

8. Limitation of Liability:

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of the theory of liability, even if advised of the possibility of such damages.

9. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles. The parties agree that any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in _____ County, _____.

10. Notices:

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail, or electronic mail with confirmation of receipt to the parties at their addresses set forth herein or as subsequently updated in writing.

11. Entire Agreement; Amendments:

This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, understandings, and agreements. Any amendments or modifications must be in writing and signed by both parties.

12. Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' intent.

13. Waiver:

No waiver of any provision or breach of this Agreement shall be effective unless in writing and signed by the party granting the waiver. The waiver of any breach or provision shall not be deemed a waiver of any other breach or provision.

14. Force Majeure:

Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, pandemics, labor disputes, government actions, or natural disasters.

SERVICE PROVIDER

CLIENT

Signature: _____

Signature: _____

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