

PROFESSIONAL SERVICES AGREEMENT

Client Name: _____ Contract Number: _____

Parties:

This Professional Services Agreement (the "Agreement") is made and entered into by and between:

Client: _____

Service Provider: _____

Recitals:

WHEREAS, Client desires to obtain certain professional services as described herein; and WHEREAS, Service Provider represents that it has the qualifications, expertise, and resources to provide such services under the terms of this Agreement.

1. Scope of Services

Service Provider agrees to perform the professional services (the "Services") as set forth in Exhibit A attached hereto and incorporated herein by reference. Any changes or additions to the Services must be agreed upon in writing by both parties.

2. Term and Termination

This Agreement shall commence upon execution by both parties and shall continue until completion of the Services, unless earlier terminated as provided herein. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. In the event of termination, Client shall pay Service Provider for Services performed through the date of termination.

3. Compensation

Client agrees to pay Service Provider the fees set forth in Exhibit B attached hereto and incorporated herein by reference. Invoices shall be submitted by Service Provider and paid by Client within thirty (30) days of receipt. Late payments shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

4. Independent Contractor

Service Provider is an independent contractor and shall not be considered an employee or agent of Client. Service Provider shall have no authority to bind Client or incur any obligation on its behalf without Client's prior written consent.

5. Confidentiality

Each party agrees to maintain in confidence and not disclose to any third party any confidential or proprietary information disclosed by the other party in connection with this Agreement, except as required by law or with prior written consent. This obligation shall survive termination of this Agreement.

6. Intellectual Property

All work product, inventions, and intellectual property developed by Service Provider in connection with the Services shall be the sole and exclusive property of Client, except to the extent pre-existing intellectual property of Service Provider, which shall remain the property of Service Provider.

7. Warranties and Representations

Service Provider represents and warrants that it has the professional skills and qualifications necessary to perform the Services in a timely and competent manner, and that the Services shall be performed in accordance with generally accepted industry standards.

8. Indemnification

Service Provider agrees to indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any losses, damages, liabilities, claims, or expenses arising out of or resulting from Service Provider's breach of this Agreement or the negligent acts or omissions of Service Provider in connection with the Services.

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE 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. THE TOTAL LIABILITY OF SERVICE PROVIDER SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT UNDER THIS AGREEMENT.

10. 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 to submit to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or by email with confirmation of receipt, to the addresses set forth by the parties.

12. Entire Agreement

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

13. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

14. 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' original intent.

15. Waiver

No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise prevent any other or further exercise of any right, power, or privilege.

16. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (including PDF) shall be deemed to be original signatures.

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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