

SERVICE AGREEMENT

Location: _____ Date: _____

Parties:

Service Provider Name: _____

Service Provider Address: _____

Client Name: _____

Client Address: _____

Service Description:

The Service Provider agrees to provide the Client with the services described herein ("Services") in accordance with the terms and conditions of this Agreement. The Services shall be performed professionally and in a timely manner consistent with industry standards.

Term and Termination:

This Agreement shall commence on the effective date and continue until completion of the Services unless terminated earlier by either party upon written notice. Either party may terminate this Agreement for any reason upon giving at least ___ days' prior written notice to the other party.

Compensation and Payment:

The Client shall pay the Service Provider the total amount of \$_____ for the Services. Payment shall be made as follows: _____. All payments are due within ___ days of receipt of invoice. Late payments may incur interest as permitted by law.

Independent Contractor:

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

Confidentiality:

Each party agrees to keep confidential all proprietary or confidential information obtained from the other party and not to disclose such information to any third party without prior written consent, except as required by law.

Warranties and Representations:

The Service Provider represents and warrants that it has the necessary qualifications, licenses, and permits to perform the Services and will perform the Services in a professional and workmanlike manner in accordance with applicable laws and regulations.

Limitation of Liability:

Except for gross negligence or willful misconduct, neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.

Indemnification:

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

Dispute Resolution:

Any disputes arising out of or in connection with this Agreement shall first be attempted to be resolved through good faith negotiations between the parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

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 law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Severability:

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

Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations.

Amendments:

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

Waiver:

No waiver of any breach of any term or condition of this Agreement shall be construed as a waiver of any other breach.

Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, war, terrorism, government action, or labor disputes.

Notices:

Any notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when hand-delivered, sent by certified mail, nationally recognized overnight courier, or by electronic means capable of confirming transmission and receipt to the parties' addresses set forth above (or to such other addresses as a party may designate by notice).

Counterparts and Electronic Signatures:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures.

SERVICE PROVIDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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