

Service Agreement

This Service Agreement (the "Agreement") is made on _____ between _____ (the "Provider") and _____ (the "Client").

1. Services

The Provider will provide these services (the "Services"):

The Services start on _____ and continue until _____, unless this Agreement ends earlier under section 8.

2. Fees and payment

The Client will pay the Provider _____. The Provider will invoice the Client _____, and the Client will pay each invoice within _____ days of receiving it. The Client will also repay reasonable expenses that it approves in writing beforehand.

3. Independent contractor

The Provider is an independent contractor, not an employee, partner or agent of the Client. The Provider decides how to perform the Services, provides its own tools, and is responsible for its own taxes, insurance and staff.

4. Ownership of the work

Once the Client has paid in full, the Client owns the finished work the Provider creates for it under this Agreement. The Provider keeps ownership of its pre-existing materials, tools and know-how, and gives the Client a non-exclusive, perpetual license to use any of them that are part of the finished work. The Provider may show the work in its portfolio unless the Client says no in writing.

5. Confidentiality

Each party will keep the other's non-public business information confidential, use it only for this Agreement, and return or destroy it when asked, except where the law requires otherwise.

6. Warranty

The Provider will perform the Services with reasonable skill and care, in a professional manner. Apart from this, the Services are provided without other warranties, to the extent the law allows.

7. Limit of liability

Neither party is liable for indirect, incidental or consequential damages, or lost profits. Each party's total liability under this Agreement is limited to the fees paid or payable under it, except for unpaid fees, breach of confidentiality, or harm caused by gross negligence or willful misconduct.

8. Ending the agreement

Either party may end this Agreement by giving the other 14 days' written notice, or at once by written notice if the other materially breaches it and doesn't fix the breach within 7 days of being told about it. The Client will pay for Services performed and approved expenses up to the date it ends.

9. General

This Agreement is governed by the laws of _____. It is the parties' entire agreement about the Services and replaces any earlier agreements about them. It can be changed only in writing signed by both parties. If any part of it can't be enforced, the rest remains in effect. Neither party may transfer it without the other's written consent. It may be signed electronically and in counterparts.

Provider

Signature: _____

Name: _____

Title: _____

Date: _____

Client

Signature: _____

Name: _____

Title: _____

Date: _____