

Service Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Service Agreement

This Service Agreement (this "Agreement") is made on [Date] between [Client's full legal name] of [Client's address] (the "Client") and [Service Provider's full legal name] of [Service Provider's address] (the "Service Provider"). The Client and the Service Provider are each a "Party" and together the "Parties".

The Client wishes to engage the Service Provider to perform the services described below (the "Services"), and the Service Provider is willing to perform them, on the terms set out in this Agreement.

1. Scope of Services

The Service Provider shall perform the following Services for the Client:

[Describe the services in specific terms, e.g. weekly office cleaning of the Client's premises, or installation and configuration of a named system] .

The Service Provider shall complete the following deliverables and milestones, if any, by the dates stated:

[List deliverables and due dates, or state that the Services are ongoing with no fixed deliverables] .

The Services shall be performed at

[Location where the Services are performed, e.g. the Client's premises at the address above, or state that the Services are performed remotely] .

The Service Provider shall supply its own equipment, tools, materials and personnel needed to perform the Services, except for the following, which the Client shall supply:

[List anything the Client will supply, e.g. site access, raw materials, or specified software licenses, or state none] .

The following work is expressly outside the Services and is not covered by the fees in clause 2: [List anything expressly out of scope, or state none] . Either Party may request additional work; it becomes part of the Services, with an agreed additional fee, only once both Parties confirm it in writing.

2. Fees and Payment

In consideration of the Services, the Client shall pay the Service Provider

[Fee, e.g. a fixed fee of \$X, or a rate of \$X per hour/unit/visit] . Fees are exclusive of value added tax, goods and services tax, sales tax and any similar tax, which the Client shall pay in addition where it applies.

The Service Provider shall invoice the Client

[Invoice frequency, e.g. monthly in arrears, or on completion of each deliverable] . Each

invoice is payable within [Payment period, e.g. fifteen (15) days] of its date, by

[Accepted payment method, e.g. bank transfer to the account named on the invoice] . The

Client shall notify the Service Provider of any disputed item within

[Dispute window, e.g. seven (7) days] of receiving the invoice, giving its reasons;

undisputed amounts remain payable on the due date.

If an undisputed amount remains unpaid more than [Grace period, e.g. ten (10) days] after its due date, the Service Provider may charge interest on the outstanding balance at [Late payment interest rate, e.g. 1.5% per month] and, on written notice, may suspend the Services until the account is settled. A suspension under this clause does not put the Service Provider in breach and extends any affected deliverable date by the length of the suspension.

The Client shall reimburse the Service Provider for reasonable out-of-pocket expenses necessarily incurred in performing the Services, limited to the following categories: [Reimbursable expense categories, e.g. travel and materials purchased for this engagement, or state none] , provided the Service Provider submits receipts or equivalent records with the invoice on which the expense appears.

3. Term and Termination

This Agreement takes effect on [Start date] and continues until [End date, or state that it continues until terminated] , unless it is terminated earlier under this clause.

Either Party may terminate this Agreement for convenience on [Notice period, e.g. thirty (30) days] written notice. Either Party may terminate it immediately on written notice if the other commits a material breach that is not remedied within [Cure period, e.g. fourteen (14) days] of written notice describing the breach, becomes insolvent, or ceases to carry on business. The Service Provider may also terminate immediately if an undisputed invoice remains unpaid [Non-payment termination period, e.g. thirty (30) days] after its due date.

On termination, the Client shall pay for all Services performed and reimbursable expenses incurred up to the termination date, including work in progress toward any fixed fee or milestone. Each Party shall promptly return the other's property, equipment and materials in its possession. Clauses 7, 8, 9, 10 and 11 survive termination, together with any other provision that by its nature is intended to survive.

4. Standard of Care

The Service Provider shall perform the Services in a professional and workmanlike manner, consistent with generally accepted standards in its industry, and in compliance with all laws, licenses, permits and regulations that apply to the Services.

The Service Provider warrants that it has the right and authority to enter into this Agreement, that the Services will conform to the description in clause 1, and that performing the Services will not infringe any third party's intellectual property or other

rights.

The Client shall give the Service Provider timely access to the site, information, approvals and cooperation reasonably needed to perform the Services. The Service Provider is not liable for any delay or deficiency in the Services caused by the Client's failure to do so.

Except as expressly stated in this Agreement, the Services are provided without any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

5. Independent Contractor Status

The Service Provider is an independent contractor and not an employee, partner, agent or joint venturer of the Client. The Service Provider controls the manner and means by which the Services are performed, and is responsible for its own taxes, insurance and any statutory contributions arising from the fees paid under this Agreement. The Service Provider is not entitled to any employee benefit of the Client, and neither Party may bind the other or hold itself out as able to do so.

The Service Provider may engage a subcontractor to perform part of the Services with the Client's prior written consent, and remains responsible for that subcontractor's work and for its compliance with this Agreement.

6. Confidentiality

Each Party may receive non-public information from the other in connection with this Agreement, in any form and whether or not marked confidential ("Confidential Information"). It includes the Client's business, pricing, customer and technical information, and the terms of this Agreement.

The receiving Party shall keep Confidential Information in confidence, use it only for the purposes of this Agreement, and disclose it only to personnel, subcontractors and professional advisers who need it and who are bound by obligations at least as protective as these. These obligations continue for

[Confidentiality survival period, e.g. two (2) years] after this Agreement ends. A Party may disclose Confidential Information where required by law or court order, and shall, where lawful and practicable, notify the other Party first. On request, or when this Agreement ends, each Party shall return or destroy the other's Confidential Information, except for copies it must retain by law or under its ordinary record-retention practices.

The obligations in this clause do not apply to information that the receiving Party can show:

(a) was already lawfully known to it, without any duty of confidence, before the

other Party disclosed it;

(b) is or becomes public through no act or omission of the receiving Party;

(c) is lawfully received from a third party who is free to disclose it; or

(d) was independently developed by the receiving Party without reference to the Confidential Information.

7. Ownership of Deliverables

"Deliverables" means any report, design, material or other work product the Service Provider prepares specifically for the Client as part of the Services. On payment in full of the fees to which they relate, the Service Provider assigns to the Client all right, title and interest in the Deliverables, and shall sign any document the Client reasonably requires to give effect to that assignment.

The Service Provider retains ownership of its own pre-existing tools, methods, equipment and know-how used to perform the Services ("Provider Materials"), including any improvement made to them during the engagement. Where Provider Materials are embedded in a Deliverable, the Service Provider grants the Client a perpetual, worldwide, non-exclusive, royalty-free licence to use them as part of that Deliverable for the Client's own business purposes.

8. Insurance

The Service Provider shall maintain, at its own expense and for the duration of this Agreement, the following insurance with a reputable insurer:

[Required insurance and minimum coverage, e.g. \$1,000,000 general liability, or state none required] .

On the Client's written request, the Service Provider shall provide a certificate of insurance evidencing the coverage required by this clause within

[Period to provide certificate, e.g. ten (10) days] of the request.

9. Indemnification

The Service Provider shall indemnify the Client against any loss, liability, damage, cost and reasonable legal expense the Client incurs arising from the Service Provider's negligence or wilful misconduct, from a breach by the Service Provider of clause 6, or from a claim that a Deliverable infringes a third party's intellectual property rights. This indemnity is subject in all respects to clause 10.

The Client shall indemnify the Service Provider against any loss, liability, damage, cost and reasonable legal expense the Service Provider incurs arising from the Client's negligence, wilful misconduct or breach of this Agreement, or from materials or instructions the Client supplies for use in the Services.

A Party seeking indemnity shall notify the other promptly on becoming aware of the claim, allow the indemnifying Party to control its defence and settlement, and give reasonable assistance at the indemnifying Party's expense. No settlement that imposes an obligation or admission on the indemnified Party may be agreed without that Party's written consent.

10. Limitation of Liability

Neither Party is liable to the other for loss of profit, loss of revenue, loss of anticipated savings, loss of business, loss of goodwill, or any indirect or consequential loss, however arising, even if that loss was foreseeable or the Party was told it might occur.

Each Party's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to

[Liability cap, e.g. the total fees paid under this Agreement in the twelve (12) months before the claim arose] .

Nothing in this Agreement limits or excludes either Party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for a Party's wilful misconduct, or for any other liability that cannot lawfully be limited or excluded.

11. Governing Law and Jurisdiction

This Agreement, and any dispute or claim arising out of it or its subject matter, are governed by the laws of [Governing law, e.g. the State of Delaware] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

12. General

This Agreement is the entire agreement between the Parties about the Services and replaces any earlier proposal, quotation or understanding on that subject. Any purchase order or standard terms issued by the Client do not apply. This Agreement may only be amended in writing signed by both Parties.

Neither Party may assign this Agreement without the other's written consent, which shall not be unreasonably withheld, except that either Party may assign it to a successor of the business to which it relates.

Neither Party is liable for a failure or delay in performance caused by an event beyond its reasonable control, provided it notifies the other promptly and resumes performance as soon as it reasonably can. If any provision is held unenforceable, the remainder continues in force. A failure to enforce a provision is not a waiver of it. Notices must be given in writing to the addresses above or to an email address the Parties have used for the engagement. This Agreement may be signed in counterparts and by electronic

signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Service Provider

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____