

BUSINESS SERVICE AGREEMENT

Location: _____ Date: _____

Parties:

Service Provider Name: _____

Address: _____

Phone/Email: _____

Client:

Client Name: _____

Address: _____

Phone/Email: _____

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 pursuant to the terms and conditions set forth in this Agreement.

1. Services.

Service Provider agrees to perform the services (the "Services") described in Exhibit A attached hereto and incorporated herein by reference. Service Provider shall provide the Services in a professional, diligent, and timely manner in accordance with industry standards.

2. Term.

This Agreement shall commence on the date first written above and shall continue until the completion of the Services or termination as provided herein.

3. Compensation.

Client shall pay Service Provider the fees set forth in Exhibit B attached hereto. Payment shall be made according to the schedule and terms described in Exhibit B.

4. Expenses.

Client shall reimburse Service Provider for all reasonable and necessary expenses incurred in connection with the performance of the Services, provided that such expenses are pre-approved by Client.

5. Independent Contractor.

Service Provider is an independent contractor and shall not be deemed an employee, agent, or partner of Client for any purpose.

6. Confidentiality.

Each party agrees to keep confidential and not disclose to any third party any proprietary or confidential information received from the other party except as required by law or with prior written consent.

7. Intellectual Property.

All intellectual property rights in any work product created by Service Provider under this Agreement shall be the exclusive property of Client, subject to Service Provider's right to use general skills, knowledge, and experience.

8. Warranties and Representations.

Service Provider represents and warrants that it has the full right and authority to enter into this Agreement and perform the Services, and that the Services will be performed in a professional and workmanlike manner.

9. Indemnification.

Service Provider agrees to indemnify, defend, and hold harmless Client from and against any claims, liabilities, damages, or expenses arising out of Service Provider's breach of this Agreement or negligence.

10. Limitation of Liability.

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement.

11. Termination.

Either party may terminate this Agreement upon ____ days' prior written notice. Upon termination, Client shall pay Service Provider for all Services performed and expenses incurred through the date of termination.

12. Governing Law.

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.

13. Dispute Resolution.

Any disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association in _____ County, _____.

14. Notices.

All notices 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 means with confirmation.

15. Entire Agreement.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral.

16. Amendments.

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

17. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

18. Waiver.

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

19. Assignment.

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

20. Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed by electronic signature which shall be binding and enforceable.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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