

# PROFESSIONAL SERVICES AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **PARTIES:**

This Agreement is made by and between:

Service Provider (Consultant): \_\_\_\_\_

Client: \_\_\_\_\_

## **RECITALS:**

WHEREAS, Service Provider is engaged in the business of providing professional services as described herein; and WHEREAS, Client desires to retain the Service Provider to perform such services under the terms and conditions set forth in this Agreement; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

### **1. Scope of Services**

Service Provider agrees to perform for Client the professional services described in Exhibit A attached hereto (the "Services"). The Services shall be performed in a professional and workmanlike manner consistent with industry standards.

### **2. Term**

This Agreement shall commence upon execution by both parties and continue until 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. All payments shall be made within thirty (30) days of receipt of an invoice unless otherwise agreed in writing.

### **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 have been pre-approved by Client.

### **5. Independent Contractor**

Service Provider is an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or employer-employee relationship.

### **6. Confidentiality**

Each party agrees to maintain the confidentiality of all proprietary or confidential information disclosed during the term of this Agreement and not to disclose such information to any third party without prior written consent, except as required by law.

### **7. Intellectual Property**

All intellectual property developed or delivered by Service Provider in connection with the Services shall be the sole property of Client, subject to Service Provider's right to use its general know-how and methodologies.

### **8. Warranties**

Service Provider warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **9. Indemnification**

Service Provider shall indemnify and hold Client harmless from any claims, damages, liabilities, costs, and expenses arising out of Service Provider's gross negligence or willful misconduct. Client shall indemnify and hold Service Provider harmless from any claims arising out of the use of the deliverables or Services by Client.

#### **10. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF SERVICE PROVIDER SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT.

#### **11. Termination**

Either party may terminate this Agreement for convenience upon thirty (30) days written notice. Either party may terminate immediately for material breach if such breach remains uncured for fifteen (15) days after written notice. Upon termination, Client shall pay Service Provider for all Services performed and expenses incurred up to the termination date.

#### **12. Force Majeure**

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, governmental actions, or natural disasters.

#### **13. 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 law principles.

#### **14. Dispute Resolution**

The parties agree to attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiations. If unresolved, disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

#### **15. Notices**

All notices shall be in writing and deemed given when delivered in person, sent by nationally recognized overnight courier, certified mail return receipt requested, or via electronic means with confirmation of receipt, to the addresses set forth herein or as updated by written notice.

#### **16. Entire Agreement**

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

#### **17. Amendments**

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

**18. Severability**

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

**19. Waiver**

No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. All waivers must be in writing.

**20. Counterparts**

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.

**SERVICE PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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