

Service Agreement

This Service Agreement (the "**Agreement**") is entered into on this _____ (the "**Effective Date**"), by and between _____, with a mailing address at _____ (hereinafter referred to as the "**Client**"), and _____, with a mailing address at _____ (hereinafter referred to as the "**Service Provider**"), collectively referred to as the "**Parties**", both of whom hereby agree to be bound by the terms and conditions of this Agreement.

1. Services

The Service Provider agrees to perform the following services:

2. Compensation

The Parties agree to the following payment terms:

The total cost of the Services shall amount to \$_____. An upfront fee of \$_____ is due upon signing this Agreement, and the remaining balance of \$_____ shall be payable in accordance with the schedule outlined below.

3. Expenses

The Service Provider shall be entitled to reimbursement for reasonable and necessary expenses incurred while performing the Services, subject to the Client's pre-approval of such expenses.

4. Payment

Invoiced amounts must be paid by the Client within _____ days of receiving the invoice. Payments must be made by _____. Payments must be made to _____.

5. Term

This Agreement shall remain in effect for a period of _____, commencing on the date of execution of this Agreement, unless earlier terminated as provided for within this Agreement.

6. Termination

Either Party seeking to terminate this Agreement before the stipulated termination date shall provide written notice of termination to the other Party at least _____ days in advance. In the event of the Client's premature termination of this Agreement prior to the completion of Services, the Client shall be liable to the Service Provider for a prorated share of the total Services cost, as specified in Section 2 above. This Agreement shall automatically terminate upon the successful fulfillment of all obligations by both Parties and receipt of all outstanding payments.

7. Relationship of the Parties

The Parties acknowledge that this Agreement does not constitute an exclusive arrangement. Both Parties remain free to engage in similar agreements with third parties. The Parties are operating as independent contractors and do not establish any agency, partnership, joint venture, or employment relationship.

8. Waiver

Any waiver of provisions, rights, or obligations under this Agreement must be executed in writing by both Parties. Any such waiver shall be deemed applicable only to the extent specified in writing.

9. Amendments

This Service Agreement may be amended or modified as required. Any modifications shall be effective only upon the mutual written consent of the Parties (the "**Amendment**"). The terms and conditions of this Agreement shall apply to any Amendments made hereto.

10. Assignments

The Parties shall not transfer or assign their responsibilities under this Service Agreement to any third party without the express written consent of both Parties.

11. Severability

Should any provision of this Agreement be deemed invalid, illegal, or unenforceable, the remainder of the Agreement shall remain in full force and effect.

12. Assignments

The Parties shall not transfer or assign their responsibilities under this Service Agreement to any third party without the express written consent of both Parties.

13. Notices

All notices and communications under this Agreement shall be delivered via email with read receipt or through certified or registered mail with return receipt requested.

14. Governing Law and Jurisdiction

The Parties hereby agree that this Agreement shall be governed by and construed in accordance with the laws of the state of _____. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in _____.

15. Entire Agreement

This Agreement supersedes all prior oral or written communications between the Parties and constitutes the entire understanding and agreement between them concerning the subject matter herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Service Provider

Client

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Please note that it is important to review and understand all the provisions and obligations set forth in this Agreement before signing. If there are any questions or concerns regarding the terms, it is advisable to seek legal advice or clarification. By signing above, the Parties acknowledge that they have read and comprehended the Agreement and agree to be bound by its terms and conditions.