

Professional Services Contract

This Professional Services Agreement (the “**Agreement**”) is established and entered into as of _____ (the “**Effective Date**”), by and between _____, with a mailing address at _____, (hereinafter referred to as the “**Professional**”), and _____, with a mailing address at _____, (hereinafter referred to as the “**Client**”), collectively referred to as the “**Parties**”. Both Parties acknowledge and consent to the terms and obligations outlined in this Agreement.

1. Services

The Professional agrees to provide the following services to the Client:

2. Term

The term of this Agreement shall commence on _____ and continue until:

- At-Will:** Either party may terminate this Agreement with written notice of at least _____ days.
- End Date:** On _____
- Other:** _____

3. Compensation

Client agrees to compensate Professional based on the following terms:

- Hourly Rate:** \$ _____
- Flat Rate:** \$ _____
- Others:** _____

4. Payment Term

Client shall make payments to Professional:

- Daily
- Weekly
- Bi-Weekly
- Monthly
- After each completed service request
- Others: _____

5. Retainer (If applicable)

Client _____ (will/will not) pay a retainer of \$_____ to Professional as an advance for future Services.

- Retainer is Refundable
- Retainer is Non-Refundable

6. Inspection of Services

Compensation is subject to the Client inspecting the completed Services. In the event of defects or incomplete Services, the Client shall notify the Professional, who shall promptly correct such work within a reasonable time.

7. Successors and Assigns

The provisions of this Agreement shall bind and inure to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any obligation after termination or expiration shall survive and be binding upon the Professional or Client.

8. Taxes

Professional is responsible for all withholdings, including Social Security, State unemployment, State and Federal income taxes. Professional shall pay applicable sales or use taxes on labor and materials.

9. Default

In case of default, the defaulted party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred, including attorney's fees. The prevailing party in any legal action shall be reimbursed for all costs, including reasonable attorney's fees.

10. Independent Contractor Status

Professional is an independent contractor, not an agent or employee of the Client. Professional shall indemnify and hold harmless the Client for any loss or damage resulting from a violation of this provision.

11. Confidentiality

Professional agrees not to disclose any Confidential Information (financial records, property lists, customer data) related to the Client's business. The termination of this Agreement does not release Professional from confidentiality obligations.

a) Return of Documents: Professional agrees to return all records, documents, and other materials containing Confidential Information to the Client upon termination or the Client's written request.

b) Injunction: In case of a breach, the Client is entitled to injunctive relief, in addition to other remedies, to restrain any such breach.

c) No Release: Professional acknowledges that the termination of this Agreement does not release them from confidentiality obligations.

12. Return of Property

Upon termination of this Agreement, all Client-provided property (including supplies, uniforms, and equipment) must be returned by the Professional. Failure to do so may result in a delay in final payment.

13. Safety

Professional is solely responsible for the safety of all individuals involved in the Services. Compliance with federal law and OSHA regulations is required. Professional is liable for any penalties, fines, or fees incurred.

14. Alcohol and Drugs

The presence of alcohol and drugs is prohibited on the Work Site and during the provision of Services. If any party associated with the Professional is found with alcohol or drugs, this Agreement shall terminate immediately.

15. Governing Law

This Agreement shall be governed by and construed under the laws of the State of _____.

16. Severability

If any provision of this Agreement is held invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

17. No Waiver

No waiver of any provision of this Agreement shall be deemed or constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

18. Additional Terms & Conditions

19. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

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

Professional

Name: _____

Signature: _____

Date: _____

Client

Name: _____

Signature: _____

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.