

CONTRACT FOR PROFESSIONAL SERVICES

Location: _____ Effective Date: _____

PARTY A (Service Provider) INFORMATION:

Full Name/Company: _____

Tax Identification Number: _____

Address: _____

Phone/Email: _____

PARTY B (Client) INFORMATION:

Full Name/Company: _____

Tax Identification Number: _____

Address: _____

Phone/Email: _____

DESCRIPTION OF SERVICES:

TERM AND TERMINATION:

This Agreement shall commence on the Effective Date and shall continue until completion of the services unless earlier terminated by either party providing written notice. Either party may terminate this Agreement for any reason upon providing at least thirty (30) days prior written notice to the other party.

COMPENSATION AND PAYMENT TERMS:

Total Fee: _____ USD

Payment Schedule and Method: _____

PARTY RESPONSIBILITIES:

Party A shall provide the services described herein with professional diligence and in compliance with applicable laws and industry standards. Party B shall provide necessary information, access, and cooperation to enable Party A's performance.

CONFIDENTIALITY:

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

INTELLECTUAL PROPERTY RIGHTS:

All intellectual property developed or delivered by Party A under this Agreement shall remain the exclusive property of Party A unless otherwise agreed in writing.

INDEMNIFICATION:

Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses arising from its breach of this Agreement or its negligence or willful misconduct.

LIMITATION OF LIABILITY:

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

GOVERNING LAW AND DISPUTE RESOLUTION:

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. Any dispute arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in _____ County, _____. **THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY.**

ENTIRE AGREEMENT:

This Agreement, including any exhibits or attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

AMENDMENTS:

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

SEVERABILITY:

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

NOTICES:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic

means that confirm receipt, to the addresses set forth above or such other addresses as either party may designate by notice.

COUNTERPARTS AND ELECTRONIC SIGNATURES:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding as originals.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title (if applicable): _____

Title (if applicable): _____

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