

FEE FOR SERVICE AGREEMENT

Parties: _____

Service Provider Information:

Full Name or Business Name: _____

Address: _____

Contact Information: _____

Client Information:

Full Name or Business Name: _____

Address: _____

Contact Information: _____

Service Description:

The Service Provider agrees to perform the services described herein for the Client in accordance with the terms and conditions set forth in this Agreement. Services shall be performed professionally and in a timely manner, as agreed by both parties.

Fees and Payment Terms:

Fee for Services: _____ USD

Payment Schedule and Method: _____

Term and Termination:

This Agreement shall commence upon execution and continue until the completion of the Services, unless earlier terminated by either party upon written notice. Termination shall not relieve the Client of the obligation to pay for Services performed prior to termination.

Confidentiality:

Both parties agree to maintain the confidentiality of any proprietary or confidential information received in connection with this Agreement and shall not disclose such information to any third party without prior written consent, except as required by law.

Independent Contractor Status:

The Service Provider is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

Indemnification:

Each party agrees to indemnify and hold harmless the other party from and against any claims, damages, liabilities, and

expenses arising out of any breach of this Agreement or the negligence or willful misconduct of the indemnifying party.

Limitation of Liability:

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, regardless of the theory of liability, even if advised of the possibility of such damages.

Dispute Resolution:

Any disputes arising out of or relating to this Agreement shall be resolved first through good faith negotiations between the parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, held in the appropriate venue within the United States.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State in which the Service Provider's principal place of business is located, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in that State.

Force Majeure:

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

Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that best reflects the parties' original intent.

Entire Agreement and Amendments:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Amendments must be in writing signed by both parties.

Waiver:

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right or any other rights.

Counterparts and Electronic Execution:

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 to have the same legal effect as originals.

SERVICE PROVIDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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