

LANCE SOFTWARE DEVELOPER CONTRACT

Location: _____ Contract No.: _____

PARTIES:

Client (Company or Individual): _____

Address: _____

Contact Person: _____

Email / Phone: _____

Developer:

Full Name: _____

Address: _____

Email / Phone: _____

ENGAGEMENT AND SERVICES

Client hereby engages Developer, and Developer agrees to perform software development services as outlined in this Agreement and any attached Statements of Work (SOW). Developer shall provide services in a professional, timely, and workmanlike manner consistent with industry standards.

TERM

This Agreement commences upon execution and continues until completion of the services or termination by either party as provided herein.

COMPENSATION

Client shall pay Developer compensation as set forth in each SOW or as agreed in writing. Payments shall be made according to the agreed schedule. Developer shall invoice Client for services rendered, and Client shall pay invoices within the agreed period.

OWNERSHIP OF WORK PRODUCT

All work product developed by Developer under this Agreement shall be the sole property of Client upon full payment. Developer hereby assigns all rights, title, and interest in such work product to Client.

CONFIDENTIALITY

Each party shall keep confidential all proprietary or confidential information obtained from the other party and shall not disclose such information without prior written consent, except as required by law.

WARRANTIES AND DISCLAIMERS

Developer represents that services will be performed with reasonable care and skill. EXCEPT AS EXPRESSLY STATED, DEVELOPER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL DEVELOPER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

TERMINATION

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure such breach within thirty (30) days of notice. Upon termination, Client shall pay Developer for all services rendered through the termination date.

INDEPENDENT CONTRACTOR STATUS

Developer is an independent contractor and not an employee, agent, or partner of Client. Developer shall be solely responsible for all taxes, withholdings, and other statutory obligations.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in _____ County, _____. Any disputes shall be resolved through negotiation, mediation, or, if necessary, binding arbitration.

ENTIRE AGREEMENT

This Agreement, including any attachments and SOWs, constitutes the entire agreement between the parties and supersedes all prior understandings. No amendment shall be effective unless in writing and signed by both parties.

SEVERABILITY

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

NOTICES

All notices under this Agreement shall be in writing and delivered by hand, certified mail, recognized overnight courier, or electronic means with confirmation, to the parties at their addresses set forth herein or as otherwise designated.

SIGNATURES

CLIENT SIGNATURE

DEVELOPER SIGNATURE

Signature: _____

Signature: _____

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