

# PERFORMANCE CONTRACT AGREEMENT

Location: \_\_\_\_\_

Contract Number: \_\_\_\_\_

## Parties Involved:

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## Client Information:

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## Scope of Work:

Contractor agrees to perform the services described in this Agreement (the "Services") for the Client. The Services shall be performed in a professional and workmanlike manner consistent with industry standards. The detailed description of the Services shall be provided in the attached Schedule A, which is incorporated herein by reference.

## Performance Standards:

The Contractor shall complete the Services in accordance with the timelines established in Schedule B. All work shall comply with applicable laws, regulations, codes, and standards. The Contractor shall provide qualified personnel and obtain all necessary permits, licenses, and approvals.

## Payment Terms:

The Client shall pay the Contractor the total amount specified in Schedule C. Payments shall be made according to the milestones and deadlines detailed in Schedule C. Late payments shall accrue interest at the rate of 1.5% per month or the maximum permitted by law, whichever is less.

## Term and Termination:

This Agreement shall commence upon execution by both parties and continue until completion of the Services, unless earlier terminated as provided herein. Either party may terminate this Agreement for cause upon written notice if the other party materially breaches this Agreement and fails to cure within fourteen (14) days after receipt of such notice. Upon termination, the Client shall pay for all Services rendered through the date of termination.

## Confidentiality:

Both parties agree to maintain the confidentiality of all proprietary or confidential information disclosed in connection with this Agreement. This obligation shall survive termination of this Agreement.

## Intellectual Property:

All intellectual property developed or delivered by the Contractor in performance of the Services shall be the sole property of the Client upon full payment. Contractor shall retain no rights to use such intellectual property except as explicitly agreed in writing.

**Indemnification:**

Contractor agrees to indemnify and hold harmless the Client from and against any claims, damages, liabilities, costs, and expenses arising out of Contractor's negligence or willful misconduct in connection with the performance of the Services.

**Limitation of Liability:**

In no event shall either party be liable to the other for any consequential, incidental, special, or punitive damages arising out of or related to this Agreement, regardless of cause or theory of liability.

**Independent Contractor:**

Contractor is an independent contractor and not an employee, partner, or joint venturer of the Client. Contractor has no authority to bind the Client or incur obligations on its behalf without Client's prior written consent.

**Dispute Resolution:**

Any disputes arising under or related to this Agreement shall be resolved first by good faith negotiation between the parties. If unresolved, disputes shall be submitted to binding arbitration in the state of \_\_\_\_\_ in accordance with the rules of the American Arbitration Association.

**Governing Law:**

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.

**Force Majeure:**

Neither party shall be liable for delays or failure to perform due to circumstances beyond their reasonable control, including acts of God, terrorism, war, labor disputes, or governmental actions.

**Amendments:**

No modification or waiver of any provision of this Agreement 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 remain in full force and effect.

**Entire Agreement:**

This Agreement, including all Schedules attached hereto, constitutes the entire understanding between the parties and supersedes all prior agreements or communications.

**CONTRACTOR'S SIGNATURE**

**CLIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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