

SERVICE PROVIDER AGREEMENT

Location: _____ Effective Date: _____

Parties:

Service Provider Name: _____

Business Address: _____

Contact Person: _____

Phone/Email: _____

Client Information:

Client Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Services to Be Provided:

(Describe services in detail):

The Service Provider agrees to perform the services outlined in this Agreement for the Client, which shall include but not be limited to the following: consulting, development, implementation, maintenance, or other related services as mutually agreed in writing. Service Provider shall provide all necessary personnel, equipment, and materials to complete the Services in a timely and professional manner in accordance with industry standards.

Term and Termination:

This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately for cause if the other party breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice thereof.

Compensation:

Client agrees to pay Service Provider the fees as set forth in this Agreement or in any attached Schedule. Payment shall be made within thirty (30) days of receipt of invoice. Late payments shall bear interest at the maximum rate permitted by law. All fees are exclusive of taxes, which are the responsibility of the Client.

Confidentiality:

Each party agrees to maintain in confidence and not disclose the other party's Confidential Information except as required by law or with prior written consent. Confidential Information shall not include information that is publicly known or independently developed without reference to such Confidential Information.

Independent Contractor:

Service Provider is an independent contractor and not an employee, agent, or partner of Client. Service Provider shall be solely responsible for payment of all taxes and benefits applicable to its employees and subcontractors.

Warranties and Representations:

Service Provider represents and warrants that the services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF EITHER PARTY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT.

Indemnification:

Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Agreement or the gross negligence or willful misconduct of the indemnifying party.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. Any dispute arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located in _____ County, _____. The parties hereby consent to personal jurisdiction and venue in such courts.

Dispute Resolution:

In the event of any dispute arising out of or related to this Agreement, the parties agree first to attempt to resolve the dispute through good faith negotiations. If such negotiations fail, the parties may agree to mediation before pursuing any other remedies available at law or in equity.

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, labor disputes, governmental actions, or natural disasters. The affected party shall notify the other promptly and resume performance as soon as practicable.

Assignment:

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that Service Provider may assign this Agreement to a successor entity in connection with a merger or sale of substantially all its assets.

Entire Agreement:

This Agreement, together with any exhibits, schedules, or attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or communications, whether oral or written.

Amendments:

No amendment, 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 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 most closely reflects the parties' original intent.

Waiver:

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the waiving party.

Notices:

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly delivered by hand delivery, nationally recognized overnight courier, certified mail (return receipt requested), or email with confirmation of receipt, to the addresses set forth above or as otherwise designated in writing.

Counterparts and Electronic Signatures:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, email (including PDF), or other electronic means shall be deemed original signatures for all purposes.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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