

SMALL BUSINESS SERVICES AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Service Provider Name: _____

Business Address: _____

Contact Information (Phone/Email): _____

CLIENT INFORMATION:

Client Name: _____

Business Address: _____

Contact Information (Phone/Email): _____

SERVICES TO BE PROVIDED:

Description of services to be performed by Service Provider as agreed with Client. This may include but is not limited to consulting, marketing, development, maintenance, or other professional services. Detailed scope and deliverables should be outlined in attached Schedule(s).

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. Either party may terminate immediately for cause upon material breach by the other party, provided that the breaching party fails to cure such breach within fifteen (15) days after receipt of written notice of breach.

COMPENSATION AND PAYMENT TERMS:

Client agrees to pay Service Provider the fees set forth in the attached Schedule(s). Payment shall be made within thirty (30) days of receipt of invoice, unless otherwise agreed in writing. Late payments may incur interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

INDEPENDENT CONTRACTOR STATUS:

Service Provider is an independent contractor and is not an employee, partner, or co-venturer of Client. Service Provider shall have no authority to bind or obligate Client in any manner except as expressly agreed.

CONFIDENTIALITY:

Each party agrees to maintain in confidence and not disclose any confidential information received from the other party except as required by law or with prior written consent. This obligation shall survive termination of this Agreement.

INTELLECTUAL PROPERTY:

All intellectual property created by Service Provider in connection with the services under this Agreement shall be the sole and exclusive property of Client upon full payment. Service Provider shall retain no rights to use such property.

WARRANTIES AND REPRESENTATIONS:

Service Provider represents and warrants that it has the right and authority to enter into this Agreement, will perform services in a professional and workmanlike manner, and will comply with all applicable laws and regulations.

LIMITATION OF LIABILITY:

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of the theory of liability, even if advised of the possibility of such damages. The total liability of either party shall not exceed the fees paid under this Agreement.

INDEMNIFICATION:

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising out of or related to any breach of this Agreement, negligence, or willful misconduct.

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 disputes arising under this Agreement shall be resolved in the state or federal courts located in _____ County, _____.

ENTIRE AGREEMENT AND AMENDMENTS:

This Agreement, including any attached exhibits or schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements. No amendment or modification shall be effective unless in writing and signed by both parties.

SEVERABILITY:

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

NOTICES:

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses specified by the parties herein.

SIGNATURES:

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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