

BASIC SERVICE AGREEMENT

Location: _____ Agreement Date: _____

Parties:

Service Provider Name: _____

Address: _____

Phone/Email: _____

Client Information:

Client Name: _____

Address: _____

Phone/Email: _____

Services to be Provided:

Service Provider agrees to provide the following services to Client as described in this Agreement. Services will be performed in a professional and workmanlike manner in accordance with industry standards.

1. DESCRIPTION OF SERVICES

Provider shall perform the services described herein and in any attached exhibits or schedules, in accordance with the scope, specifications, and timelines agreed upon by the parties.

2. COMPENSATION

Client agrees to pay Provider the fees set forth in this Agreement or any attached schedules. Payments shall be made according to the payment schedule described herein or as otherwise agreed in writing.

3. TERM AND TERMINATION

This Agreement shall commence upon execution by both parties and continue until the completion of services or termination by either party upon written notice. Termination may be for any reason with at least thirty (30) days prior written notice.

4. CONFIDENTIALITY

Each party agrees to maintain in confidence and not disclose any confidential information received from the other party except as necessary to perform its obligations under this Agreement or as required by law.

5. INTELLECTUAL PROPERTY

All intellectual property developed or provided under this Agreement shall be owned as specified herein. Provider grants Client a non-exclusive license to use deliverables for Client's internal use only, unless otherwise agreed.

6. WARRANTIES

Provider warrants that the services will be performed in a professional manner consistent with industry standards. Except as expressly stated herein, no other warranties, express or implied, are made.

7. INDEMNIFICATION

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

arising out of its breach of this Agreement or its negligence or willful misconduct.

8. LIMITATION OF LIABILITY

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

9. INDEPENDENT CONTRACTOR

Provider is an independent contractor and not an employee, agent, or partner of Client. Provider shall have sole control over the manner and means of performing the services.

10. COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing their obligations under this Agreement.

11. FORCE MAJEURE

Neither party shall be liable for delays or failure to perform due to causes beyond its reasonable control, including acts of God, government actions, labor disputes, or other unforeseen events.

12. ASSIGNMENT

Neither party may assign or transfer this Agreement or its rights or obligations without the prior written consent of the other party, except to a successor in interest by merger or acquisition.

13. NOTICES

All notices under this Agreement shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or electronic means with confirmation of receipt.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of courts located in _____ County, _____.

15. DISPUTE RESOLUTION

The parties agree to attempt to resolve any disputes arising out of this Agreement through good faith negotiations. If unresolved, parties may seek mediation or other alternative dispute resolution before pursuing litigation.

16. ENTIRE AGREEMENT

This Agreement, including all exhibits and schedules, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, or communications.

17. AMENDMENTS

Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties to be effective.

18. SEVERABILITY

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

19. WAIVER

Failure or delay by either party to enforce any provision shall not be deemed a waiver of such provision or any other rights hereunder.

20. COUNTERPARTS

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.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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