

CLIENT SERVICE AGREEMENT

Client Name: _____ Service Provider: _____

Contact Information:

Client Email: _____

Client Phone: _____

Provider Email: _____

Provider Phone: _____

Services Provided:

The Service Provider agrees to provide the Client with the services described herein in a professional and timely manner in accordance with the terms and conditions of this Agreement.

Payment Terms:

Total Fee: _____ USD

Payment Schedule and Method: _____

1. Scope of Services

The Service Provider shall perform the services set forth in the attached Schedule or as otherwise agreed in writing by both parties. Any additional services shall require a separate agreement or amendment.

2. Term and Termination

This Agreement shall commence upon execution by both parties and shall continue until completion of the services or until terminated by either party upon written notice. Termination does not relieve the Client of obligation to pay for services performed prior to termination.

3. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information received in connection with this Agreement and not to disclose such information to third parties without prior written consent, except as required by law.

4. Independent Contractor Status

The Service Provider is an independent contractor and not an employee or agent of the Client. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

5. Intellectual Property

All materials, products, or deliverables developed by the Service Provider in connection with the services shall be the sole property of the Client upon full payment, except as otherwise specified in writing.

6. Limitation of Liability

Except for damages resulting from gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

7. Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, liabilities, losses, or expenses arising out of its breach of this Agreement or negligence.

8. Compliance with Laws

The Service Provider shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing the services under this Agreement.

9. Dispute Resolution

In the event of any dispute arising out of or related to this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiations. If unresolved, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

10. 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.

11. Notice

All notices under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation, to the addresses set forth above or such other address as either party may designate.

12. Force Majeure

Neither party shall be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, labor disputes, or government actions.

13. Entire Agreement

This Agreement, including any attachments or schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

14. Amendments

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

15. Severability

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

16. Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

17. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

18. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including by electronic or PDF signatures, each of which shall be deemed an original, and all of which together constitute one agreement.

19. Client Responsibilities

The Client agrees to provide all necessary information, access, and cooperation required by the Service Provider to perform the services.

20. Signatures

The parties have executed this Agreement as of the date first written above by their duly authorized representatives.

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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