

STANDARD SERVICE AGREEMENT

Location: _____ Effective Date: _____

Service Provider Information:

Company/Full Name: _____

Business Address: _____

Phone/Email: _____

Client Information:

Client Name: _____

Client Address: _____

Phone/Email: _____

Service Details:

Description of Services: _____

Service Location: _____

Service Schedule / Timeline: _____

Compensation and Payment Terms:

Total Fee: _____ USD

Payment Schedule and Method: _____

Clause 1 – Scope of Services

Service Provider agrees to perform the services described above (the “Services”) for Client in accordance with the terms of this Agreement.

Clause 2 – Term

This Agreement shall commence on the Effective Date and shall continue until completion of the Services or termination as provided herein.

Clause 3 – Payment

Client agrees to pay Service Provider the fees specified above in accordance with the Payment Schedule. Payments shall be made in U.S. Dollars by check, wire transfer, or other mutually agreed method.

Clause 4 – Independent Contractor

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

Clause 5 – Confidentiality

Each party agrees to keep confidential all non-public information obtained from the other party during the course of this Agreement and to use such information solely for purposes of performing obligations under this Agreement.

Clause 6 – Intellectual Property

All intellectual property rights in any deliverables or work product created by Service Provider in connection with the Services shall be the property of Client upon full payment, except for pre-existing materials of Service Provider.

Clause 7 – Warranties and Representations

Service Provider represents that it has the necessary skills, qualifications, and licenses to perform the Services and shall perform them in a professional and workmanlike manner.

Clause 8 – Indemnification

Each party shall indemnify and hold harmless the other from any claims, damages, liabilities, or expenses arising out of any breach of this Agreement, negligence, or willful misconduct.

Clause 9 – Limitation of Liability

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising from or related to this Agreement, regardless of the cause.

Clause 10 – Termination

Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure the breach within a reasonable time. Upon termination, Client shall pay for all Services performed through the termination date.

Clause 11 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of laws principles.

Clause 12 – Dispute Resolution

Any disputes arising under or related to this Agreement shall be resolved by binding arbitration in _____ County, _____, in accordance with the rules of the American Arbitration Association.

Clause 13 – Notices

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

Clause 14 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, or government actions.

Clause 15 – Assignment

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

Clause 16 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations.

Clause 17 – Amendments

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

Clause 18 – Severability

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

Clause 19 – Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SERVICE PROVIDER SIGNATURE**CLIENT SIGNATURE**

Signature: _____

Signature: _____

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