**SERVICE AGREEMENT TEMPLATE**

This Service Agreement (the "Agreement") is made and entered into as of [Date], by and between [Client Name] ("Client"), located at [Client Address], and [Service Provider Name] ("Service Provider"), located at [Service Provider Address]. The parties agree as follows:

**SCOPE OF SERVICES**

Service Provider shall provide Client with the following services (collectively, the "Services"):

* [List Services to be Provided]

**TERM**

* This Agreement shall commence on [Start Date] and shall continue until [End Date], unless terminated earlier in accordance with the provisions of this Agreement.

**FEES AND PAYMENT TERMS**

* Client agrees to pay Service Provider the fees as set forth in Exhibit A attached hereto. Service Provider shall invoice Client on a [weekly/monthly/quarterly] basis, and payment shall be due within [Number of Days] days of receipt of invoice. Any amounts not paid when due shall bear interest at the rate of [Interest Rate] per annum.

**INDEPENDENT CONTRACTOR**

* Service Provider shall perform the Services as an independent contractor and not as an employee, agent, or partner of Client. Service Provider shall be solely responsible for payment of all taxes, insurance, and benefits for its employees.

**CONFIDENTIALITY**

* Service Provider agrees to keep confidential any non-public information that it obtains from Client in connection with the performance of the Services and shall not disclose such information to any third party without the prior written consent of Client, except as required by law.

**INTELLECTUAL PROPERTY**

* Any intellectual property, including but not limited to, patents, copyrights, trademarks, and trade secrets, created or developed by Service Provider in the course of performing the Services shall be the sole and exclusive property of Client.

**WARRANTIES**

* Service Provider represents and warrants that the Services shall be performed in a professional manner, in accordance with industry standards, and in compliance with all applicable laws and regulations.

**INDEMNIFICATION**

* Service Provider agrees to indemnify, defend, and hold harmless Client from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Service Provider's breach of this Agreement or negligence in performing the Services.

**TERMINATION**

* Either party may terminate this Agreement upon [Number of Days] days' written notice to the other party if the other party breaches any material term or condition of this Agreement and fails to cure such breach within such notice period.

**GOVERNING LAW**

* This Agreement shall be governed by and construed in accordance with the laws of the state of [State], without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Client Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Service Provider Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_