

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Agreement") is entered into on [DATE], by and between:

Service Provider: [SERVICE PROVIDER NAME], with a principal address of [SERVICE PROVIDER ADDRESS] ("Provider")

and

Client: [CLIENT NAME], with a principal address of [CLIENT ADDRESS] ("Client")

Collectively referred to as the "Parties."

1. Services

1.1 Provider agrees to perform the following services for Client (the "Services"):

[DETAILED DESCRIPTION OF SERVICES]

1.2 Any additional services not described above must be agreed to in writing by both Parties before work begins, and may be subject to additional fees.

2. Term

2.1 This Agreement begins on [START DATE] and will continue until [END DATE], unless terminated earlier under Section 8.

2.2 The Parties may extend this Agreement by mutual written consent.

3. Compensation

3.1 Client agrees to pay Provider a total fee of \$[AMOUNT] for the Services, payable as follows:

- ☐ Flat fee of \$[AMOUNT], due [PAYMENT SCHEDULE/DATE]
- ☐ Hourly rate of \$[HOURLY RATE] per hour, billed [WEEKLY/MONTHLY]
- ☐ Milestone payments: [MILESTONE DESCRIPTION AND AMOUNTS]

3.2 Payments are due within [NUMBER] days of invoice date. Late payments will incur a fee of [PERCENTAGE]% per month on the outstanding balance.

3.3 Client shall reimburse Provider for pre-approved expenses incurred while performing the Services, including [EXPENSE CATEGORIES, e.g., travel, materials].

4. Deliverables and Deadlines

4.1 Provider shall deliver the following items by the corresponding dates:

Deliverable	Due Date
[DELIVERABLE 1]	[DATE]
[DELIVERABLE 2]	[DATE]
[DELIVERABLE 3]	[DATE]

4.2 Client shall provide feedback or approval within [NUMBER] business days of receiving each deliverable.

5. Independent Contractor Relationship

5.1 Provider is an independent contractor, not an employee, partner, or agent of Client. Provider is responsible for their own taxes, insurance, and benefits.

5.2 Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the Parties.

6. Confidentiality

6.1 Each Party agrees to keep confidential any non-public business, financial, or technical information disclosed by the other Party during the term of this Agreement.

6.2 This obligation survives termination of this Agreement for a period of [NUMBER] years.

7. Ownership of Work Product

7.1 Upon full payment, all deliverables and work product created specifically for Client under this Agreement become the property of Client.

7.2 Provider retains ownership of any pre-existing materials, tools, templates, or processes used to perform the Services.

8. Termination

8.1 Either Party may terminate this Agreement with [NUMBER] days' written notice.

8.2 Client agrees to pay Provider for all Services performed and expenses incurred up to the termination date.

8.3 Either Party may terminate immediately if the other Party breaches a material term of this Agreement and fails to cure the breach within [NUMBER] days of written notice.

9. Limitation of Liability

9.1 Provider's total liability under this Agreement shall not exceed the total fees paid by Client under this Agreement.

9.2 Neither Party shall be liable for indirect, incidental, or consequential damages arising from this Agreement.

10. Indemnification

10.1 Each Party agrees to indemnify and hold harmless the other Party from claims, damages, or expenses arising from their own negligence or breach of this Agreement.

11. Dispute Resolution

11.1 The Parties agree to first attempt to resolve any dispute informally through good-faith negotiation.

11.2 If unresolved within [NUMBER] days, disputes shall be resolved through [MEDIATION/ARBITRATION/COURT] in [JURISDICTION/COUNTY, STATE].

12. Governing Law

12.1 This Agreement shall be governed by the laws of the State of [STATE], without regard to conflict of law principles.

13. General Provisions

13.1 **Entire Agreement.** This document constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements.

13.2 **Amendments.** Any changes to this Agreement must be made in writing and signed by both Parties.

13.3 **Assignment.** Neither Party may assign this Agreement without the other Party's written consent.

13.4 **Severability.** If any provision of this Agreement is found invalid, the remaining provisions shall remain in full effect.

13.5 **Notices.** All notices under this Agreement shall be sent to the addresses listed above, or to such other address as either Party may designate in writing.

Signatures

By signing below, the Parties agree to the terms of this Professional Services Contract.

Service Provider:

Signature: _____

Name: [SERVICE PROVIDER NAME]

Title: [TITLE]

Date: [DATE]

Client:

Signature: _____

Name: [CLIENT NAME]

Title: [TITLE]

Date: [DATE]