

Service Provider Agreement Template

1. Parties

This Service Provider Agreement (*the "Agreement"*), effective as of _____ (*"Effective Date"*), is made by and between _____, herein referred to as "Service Provider" with offices located at _____ and _____, herein referred to as "Client" with offices located at _____.

Service Provider and Client are individually referred to herein as "Party" and collectively as "Parties."

2. Services

Beginning on _____ (*the "Start Date"*) Service Provider agrees to provide the following services (*the "Services"*) to Client:

Service 1 _____

Service 2 _____

Service 3 _____

Service Provider shall provide the Services to Client on or before _____ (*the "End Date"*).

The Services will be performed in accordance with applicable industry standards and will be completed within the time frame specified in this Agreement.

3. Compensation

Client agrees to pay Service Provider for the Services provided.

The Compensation shall be as follows:

Payment amount for Service 1: \$_____ per hour or flat fee of \$_____

Payment amount for Service 2: \$_____ per hour or flat fee of \$_____

Payment amount for Service 3: \$_____ per hour or flat fee of \$_____

Invoices shall be submitted to Client by Service Provider on a monthly basis. Payment shall be due within thirty (30) days of receipt of invoice.

If the Agreement is terminated before the completion of Services, and some Services have been performed, the Service Provider will be eligible for a proportional payment based on the date of termination as long as no contractual obligations were breached.

4. Term and Termination

The Agreement shall be effective as of the date entered by the last signatory to the Agreement (the "Effective Date") and shall terminate on the date set forth in the Services.

If either Party signs and returns the Agreement but does not complete the date of Signature, Service Provider may fill in the date of signature with the date it is received.

Either Party can terminate this Agreement before the end of the term by providing written notice if the other Party breaches or does not fulfill any provision of this Agreement.

The term of the Agreement may be extended only with an executed written agreement by both Parties.

5. Confidentiality

Both Parties understand and acknowledge that any confidential information disclosed by one Party to the other shall remain strictly confidential and will not be disclosed in any way to any third party, including but not limited to affiliate companies, representatives or related entities, except with prior written consent.

Confidential information includes but is not limited to trade secrets, business plans, customer lists, financial information, marketing strategies, legal documents, and other proprietary information.

Furthermore, the Receiving Party agrees to make all reasonable efforts to protect such confidential information from unauthorized use or disclosure. The Receiving Party further undertakes not to use any confidential information for its own purpose or in any manner detrimental to the Disclosing Party. Both Parties agree to keep all information received from each other confidential.

6. Warranties

Client guarantees the following:

- All Client Work delivered to Service Provider is correct, belongs to Client (or is authorized by them), and they have the authority to permit Service Provider to employ said content as specified in this Agreement;
- Client has provided and will continue providing accurate information to Service Provider, including, among other things, the type of business they carry out and their associated address;

- The Work will not be utilized for an unlawful purpose or any activity that breaches or is likely to breach third-party rights;
- Client holds the necessary corporate power and authorization to enter into and comply with this Agreement.

7. Force Majeure

A “Force Majeure Event” shall be defined as any event or circumstance that is not within the reasonable control of either Party, including but not limited to acts of God, floods, fires, earthquakes, explosions, unusually severe weather conditions, epidemics or pandemics, war or civil disturbance, terrorism (including cyberterrorism), strikes or other labor disputes (other than disputes between the Parties), government actions (whether valid or invalid), failure of transportation and telecommunications systems, and disruptions in energy supplies.

No Party shall be liable for any damages arising from a Force Majeure Event that prevents either Party from performing its obligations hereunder. The Party affected by a Force Majeure Event must notify the other Party as soon as possible after being unable to perform its obligations. In addition, the affected Party must use best efforts to mitigate any impacts resulting from such an event and resume performance once practicable.

During such a period for which performance is excused due to a Force Majeure Event, each Party agrees not to terminate this Agreement without mutual written consent. Such delay or disability shall in no case affect either Party’s obligation to make payments hereunder as they become due. Either of the Parties may terminate this Agreement if a Force Majeure Event lasts longer than 60 days; provided, however, that the other Party shall first be given 30 days prior notice in writing of the intent by one Party to so terminate.

8. Indemnification

Client shall defend, indemnify, and hold harmless Service Provider and its employees, directors, and officers from any and all third-party claims and causes of action and related liability, damages, and costs, and expenses (including reasonable attorney's fees; "Losses") arising out of or related to (i) Client's breach of any representation, warranty, or obligation herein, (ii) Client Content or business, or any content or services linked to Client Content, provided that said Losses did not result from the act or omission of Service Provider.

Service Provider shall defend, indemnify, and hold harmless Client and its employees, directors, and officers from any and all third-party claims and causes of actions and related Losses arising out of or related to (i) Service Provider's breach of any representation, warranty, or obligation herein, or (ii) infringement of any third party's U.S. intellectual property, provided that said Losses did not result from the act or omission of Client.

9. Limitation of Liability

Neither Party shall be held liable for any indirect, special, incidental, exemplary, or consequential damages (including loss of profits or revenue) caused by the Agreement with the exception of a breach of confidentiality obligations, indemnification obligations, or violation of law. In such cases, each Party's maximum liability is limited to the amount paid by the Client in the 12 months prior to the time when a claim arises. Additionally, neither Party shall bear responsibility for failure to fulfill its duties as a result of forces outside its control. Maximum liability is subject to any disclaimer or limitation included in this Agreement and in applicable laws.

10. Taxes

Service Provider shall be solely responsible for payment and filing of all taxes required by law, including but not limited to local, state, and federal withholding, Social Security, and other contributions ordinarily subject to withholding. Service Provider will not identify Client as an employer or former employer in relation to any claim for unemployment insurance benefits.

Client is not responsible for payment of Workers' Compensation or Unemployment Insurance or any other contributions which are ordinarily the subject of withholding by an employer. All employees of Service Provider must be paid directly by Service Provider, who is also responsible for compliance with all applicable local, state, and federal tax laws with respect to such individuals. Client shall have no liability or responsibility for any taxes payable by Service Provider arising from this Agreement.

11. Governing Law and Dispute Resolution

This Agreement shall be interpreted and enforced in accordance with the laws of [State], and any disputes involving this Agreement shall be settled through arbitration according to the rules of the American Arbitration Association. The arbitrator's ruling will be considered binding for both sides.

12. Entire Agreement

This Agreement is the full and complete agreement between Service Provider and Client regarding the Services offered herein, and overrules any prior or contemporaneous agreements, understandings, or representations related to the same matter. No amendments will be valid unless written and signed by both Parties.

13. Signatures

IN WITNESS WHEREOF, this Agreement is duly executed by the duly authorized representatives of the Parties as set forth below:

Service Provider:	
Signature:	
Date:	

Client:	
Signature:	
Date:	