

Professional Services Agreement

Client

Service Provider

WHEREAS, the Client desires to engage the Service Provider to provide certain professional services;

WHEREAS, the Service Provider has the requisite knowledge, skill, and expertise to perform the services;

WHEREAS, the Parties desire to enter into an agreement that sets forth the terms and conditions for the provision of such services;

WHEREAS, the Service Provider agrees to provide the services in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Scope of Services

The Service Provider agrees to provide the following services to Client (hereinafter known as the "Service"):

Any changes to the scope of the Services must be mutually agreed upon in writing by the Parties. Service Provider shall use reasonable efforts to complete the Services in a timely and professional manner, and shall keep Client informed of the progress of the Services.

The Service Provider agrees to perform the Services at;

Client's Address

Service Provider's Address

Other

Term and Termination

This Agreement shall begin on _____ and shall continue until;

Anytime with a _____ days prior written notice to the other Party

When the Services are completed

On a specific date

Other

Either party may terminate this Agreement upon written notice to the other Party if:

(a) The other Party is in material breach of this Agreement and fails to cure such breach within _____ days after receiving written notice of the breach;

(b) The other Party becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver or trustee appointed for its business or affairs; or

(c) Either Party may terminate this Agreement for any reason upon _____ days prior written notice to the other party.

Upon termination of this Agreement, Service Provider shall immediately return to Client any Client property or Confidential Information in its possession, custody or control.

The provisions of this Agreement that by their nature should survive termination (including, without limitation, the sections relating to intellectual property, confidentiality, limitation of liability and indemnification) shall survive any termination or expiration of this Agreement.

Compensation

The Client agrees to pay the Service Provider ("Payment Amount");

\$ _____ hourly

A flat rate of _____ per job

Other

The Service Provider shall be paid _____.

The method for the Client to make the payment shall be _____ ("Payment Method");

Retainer

The Client is required to pay a retainer in the amount of _____ ("Retainer"). Any unused portion of the Retainer shall be returned to the Client.

The Client is not required to pay a retainer.

Inspection of Services

The Client shall have the right to inspect and evaluate the Services provided by Service Provider at any reasonable time during the term of this Agreement. Service Provider agrees to cooperate with Client in facilitating such inspections and evaluations.

If the Client determines that the Services do not conform to the specifications or requirements set forth in this Agreement, the Client shall promptly notify Service Provider of such non-conformity in writing. Service Provider shall promptly correct any such non-conformity at no additional cost to Client.

Client's inspection or acceptance of the Services shall not relieve Service Provider of its obligations under this Agreement, and shall not be deemed a waiver of any of Client's rights or remedies under this Agreement or at law.

If Client does not inspect or accept the Services within _____ days after the completion of the Services, the Services shall be deemed accepted by Client.

Service Provider shall maintain records of the Services provided and make such records available to Client upon reasonable request.

Time is of the Essence

Time is of the essence in the performance of this Agreement. Service Provider shall use its best efforts to perform the Services in a timely and efficient manner, in accordance with the timeline set forth in the Scope of Services.

If Service Provider is unable to perform the Services within the specified timeframe, Service Provider shall immediately notify Client in writing and provide an updated timeline for completion of the Services.

The Client shall have the right to terminate this Agreement immediately upon written notice to the Service Provider if the Service Provider fails to perform the Services in a timely and efficient manner.

The Service Provider shall not be liable for any delay or failure to perform the Services if such delay or failure is caused by factors beyond Service Provider's control, including but not limited to acts of God, war, terrorism, natural disasters, or government action. In such cases, Service Provider shall use reasonable efforts to minimize the impact of such delay or failure on the Services.

Confidentiality

During the term of this Agreement and thereafter, each Party shall maintain the confidentiality of all confidential information disclosed to it by the other Party. "Confidential Information" shall mean any information that is designated as confidential by the Disclosing Party, or that should be reasonably understood to be confidential based on the nature of the information and the circumstances of disclosure.

Each Party agrees not to use any Confidential Information of the other Party for any purpose other than

Each Party agrees to take all reasonable measures to protect the confidentiality of the other party's Confidential Information, including but not limited to implementing and maintaining appropriate physical, technical, and administrative safeguards.

Each Party shall promptly return to the other party all Confidential Information and any copies thereof in its possession or control upon termination of this Agreement, or at the other Party's request. The returning Party shall certify in writing that it has returned or destroyed all such confidential information.

Each Party acknowledges that a breach of this confidentiality provision may cause irreparable harm for which monetary damages would be an inadequate remedy. Therefore, in addition to any other remedies available at law or in equity, the non-breaching party shall be entitled to seek injunctive relief to enforce the terms of this confidentiality provision, without the need to post a bond or other security.

The disclosure of Confidential Information by the Disclosing Party to the Receiving Party shall not be deemed to grant any rights or license to the receiving party to use, reproduce, or disclose such confidential information, except as necessary to perform its obligations under this Agreement.

This confidentiality provision shall survive the termination of this Agreement and remain in effect for a period of _____ years from the date of termination.

Taxes

The Service Provider shall pay and be solely responsible for all withholdings, included but not limited to, Social Security, State unemployment, State and Federal taxes, and any other obligations. In addition, the Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

Independent Contractor

The Service Provider is an independent contractor and not an employee, partner, or agent of Client. Service Provider shall have no authority to bind Client, incur any liability on behalf of Client, or represent that it has any such authority.

Service Provider shall be solely responsible for complying with all applicable laws, regulations, and rules relating to its provision of services under this Agreement, including but not limited to obtaining any necessary permits, licenses, or certifications.

Service Provider shall not be entitled to receive any employee benefits from Client, including but not limited to health insurance, retirement benefits, or paid time off.

Service Provider shall be solely responsible for paying all applicable taxes arising from its provision of services under this Agreement, including but not limited to income taxes, self-employment taxes, and social security taxes.

This Agreement does not create a partnership, joint venture, or agency relationship between the parties, and neither party shall have the right to act on behalf of the other party or bind the other party in any way.

Safety

Service Provider shall take all reasonable precautions to ensure the safety of its personnel, Client's personnel, and any third parties who may be affected by the provision of services under this Agreement. Service Provider shall comply with all applicable laws, regulations, and rules relating to safety and health, including but not limited to those relating to the handling of hazardous materials, the operation of machinery, and the use of personal protective equipment.

Service Provider shall promptly notify Client of any accidents, incidents, or injuries that occur in connection with the provision of services under this Agreement. Service Provider shall cooperate with Client in investigating any such accidents, incidents, or injuries and shall take all reasonable measures to prevent the recurrence of such incidents.

Client shall provide Service Provider with all necessary safety information and shall ensure that Service Provider is aware of any safety hazards associated with Client's facilities, equipment, or operations. Client shall cooperate with Service Provider in implementing safety measures and shall promptly notify Service Provider of any safety hazards or incidents that may affect Service Provider's provision of services under this Agreement.

Default

In the event that Client breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof, Service Provider may terminate this Agreement upon written notice to Client.

In the event that Client fails to pay any amount due to Service Provider under this Agreement within thirty (30) days after receiving written notice of such non-payment, Service Provider may suspend or terminate provision of services under this Agreement upon written notice to Client.

If Client defaults under this Agreement, it shall be liable to Service Provider for any and all damages resulting from such default, including but not limited to the cost of obtaining substitute services or terminating this Agreement. Client shall also reimburse Service Provider for any costs incurred in collecting amounts owed under this Agreement, including but not limited to attorneys' fees and court costs.

In the event that Service Provider breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof, Client may terminate this Agreement upon written notice to Service Provider.

If Service Provider becomes insolvent, files for bankruptcy, or ceases to conduct business, Client may immediately terminate this Agreement upon written notice to Service Provider.

If Service Provider defaults under this Agreement, it shall be liable to Client for any and all damages resulting from such default, including but not limited to the cost of obtaining substitute services or terminating this Agreement. Service Provider shall also reimburse Client for any costs incurred in collecting amounts owed under this Agreement, including but not limited to attorneys' fees and court costs.

Miscellaneous

Entire Agreement. This Agreement, together with any exhibits or schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether written or oral, relating to the subject matter hereof.

Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both parties.

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of _____, and any legal action arising out of or relating to this Agreement shall be brought in the courts located in _____.

Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except that either party may assign this Agreement without such consent in connection with a merger, acquisition, or sale of all or substantially all of its assets.

Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail (return receipt requested), or sent by overnight courier, to the address set forth below or such other address as may be specified by written notice.

Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. The failure of either party to enforce any right or remedy provided for in this Agreement or at law or in equity shall not be deemed a waiver of such right or remedy or a waiver of any other right or remedy.

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

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.

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

Service Provider Signature

Client Signature



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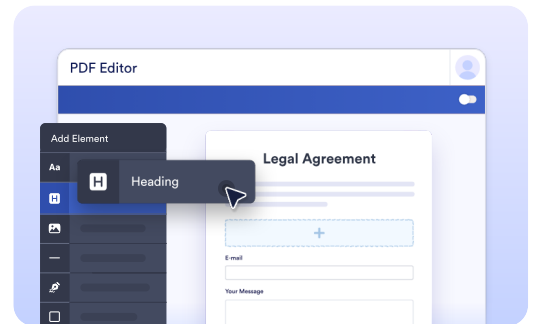
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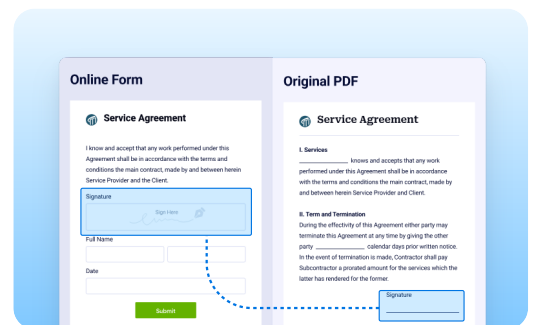
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