

SERVICE AGREEMENT

[Provider] and [Client]

Provider	[Legal name, address]
Client	[Legal name, address]
Start date	[Date]

1. Services

Describe the services in general terms. Put the detail of each project in a statement of work (SOW) that refers to this agreement.

[Provider] will provide [type of services]. The specific deliverables, dates and fees for each project are set out in a statement of work signed by both parties. If this agreement and a statement of work conflict, the statement of work applies for that project.

2. Term and termination

This agreement starts on the start date and continues until either party ends it with [30] days' written notice. Either party may end it immediately if the other materially breaches it and does not fix the breach within [14] days of written notice. On termination, the client pays for work done up to the termination date.

3. Fees and payment

Fees are set out in each statement of work. Invoices are due within [14] days. Late invoices carry interest at [rate] and the provider may pause work while an invoice is more than [14] days overdue. Fees exclude [VAT / sales tax].

4. Expenses

The client reimburses reasonable expenses that it approved in writing in advance, such as [stock images, fonts, software licences].

5. Client responsibilities

The client provides the information, content, access and decisions the provider reasonably needs, on time. Delays caused by the client move the provider's deadlines by the same amount.

6. Intellectual property

Decide when ownership moves to the client. Tying it to payment is common and protects you.

When the client has paid in full for a deliverable, ownership of that deliverable transfers to the client. The provider keeps ownership of its pre-existing tools, code and know-how, and grants the client a licence to use them as part of the deliverable. The provider may show the work in its portfolio unless the client objects in writing.

7. Confidentiality

Each party keeps the other's confidential information private, uses it only for this agreement, and returns or deletes it when asked. This does not cover information that is public or was already known to the receiving party.

8. Warranties and limitation of liability

The provider will perform the services with reasonable skill and care. Except for [fraud, death or personal injury caused by negligence], each party's total liability under this agreement is limited to [the fees paid in the 12 months before the claim]. Neither party is liable for indirect or consequential loss, such as lost profits.

9. Independent contractor

The provider is an independent contractor, not an employee, and is responsible for its own taxes, equipment and working methods.

10. Non-solicitation (optional)

During this agreement and for [6] months after, neither party will directly hire the other's staff who worked on the services without written consent.

11. General

This agreement and any signed statements of work are the whole agreement between the parties. Changes must be in writing and signed by both. This agreement is governed by the laws of [country / state], and the courts of [place] have jurisdiction.

Signatures

	Provider	Client
Name		
Title		
Signature		
Date		

This template is a starting point, not legal advice. Laws differ by country and state; have a lawyer review it before you rely on it for a large contract.