

BUSINESS SERVICE AGREEMENT

Location: _____ Date: _____

Parties:

Service Provider Name: _____

Service Provider Address: _____

Client Name: _____

Client Address: _____

1. Services Provided

The Service Provider agrees to provide the services described in Exhibit A (the “Services”) to the Client in accordance with the terms and conditions set forth in this Agreement.

2. Term

This Agreement shall commence upon execution and continue until the completion of the Services or termination as provided herein.

3. Compensation

The Client shall pay the Service Provider the fees set forth in Exhibit B. Payment shall be made according to the schedule and terms specified therein.

4. Independent Contractor

The Service Provider is an independent contractor and not an employee, agent, or partner of the Client. Nothing in this Agreement shall be construed to create an employer-employee relationship.

5. Confidentiality

Each party agrees to maintain the confidentiality of proprietary or confidential information disclosed during the term of this Agreement and not to use such information for any purpose other than fulfilling its obligations hereunder.

6. Intellectual Property

All intellectual property rights in materials developed or delivered under this Agreement shall be owned as specified in Exhibit C. The Service Provider grants the Client a non-exclusive license to use such materials for the purposes contemplated herein.

7. Warranties and Representations

The Service Provider represents and warrants that it has the right and authority to enter into this Agreement and perform the Services in a professional and workmanlike manner in accordance with industry standards.

8. Limitation of Liability

Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

9. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, liabilities, damages, losses, or expenses resulting from the indemnifying party's breach of this Agreement or negligence.

10. Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure within a reasonable period. Upon termination, Client shall pay for all Services rendered up to the termination date.

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of law provisions. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____ for any disputes.

12. Dispute Resolution

The parties agree to attempt to resolve any dispute arising under this Agreement first through good faith negotiation. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, conducted in _____ County, _____.

13. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, government actions, labor disputes, or natural disasters.

14. Notices

All notices required or permitted under this Agreement must be in writing and delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth herein or such other address as a party may designate by notice.

15. Entire Agreement

This Agreement, including all Exhibits, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and agreements between them. No amendment shall be effective unless in writing and signed by both parties.

16. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

17. Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. No failure or delay in exercising any right shall operate as a waiver thereof.

18. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed as valid and binding as original signatures.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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