

GAMING SERVICES AGREEMENT

Location: _____ Parties: _____

Service Provider Information:

Company Name: _____
Address: _____
Contact Person: _____
Phone/Email: _____

Client Information:

Full Name / Company: _____
Address: _____
Phone/Email: _____

Scope of Services:

The Service Provider agrees to provide the Client with gaming services, including but not limited to game development, hosting, maintenance, and support as detailed in the attached exhibits.

Term and Termination:

This Agreement shall commence upon execution and remain in effect until terminated by either party with thirty (30) days written notice. Termination for cause may occur immediately upon material breach by either party, provided such breach is not cured within fifteen (15) days after written notice.

Fees and Payment:

Total Fee: _____ USD
Payment Schedule and Terms: _____

Intellectual Property:

All intellectual property rights in any work, developments, inventions, technology, or materials created or developed by the Service Provider under this Agreement shall be the exclusive property of the Client upon full payment. The Service Provider hereby assigns all such rights to the Client.

Confidentiality:

Each party agrees to keep confidential and not disclose to any third party any proprietary or confidential information received from the other party, except as required by law or with prior written consent.

Warranties and Disclaimers:

The Service Provider warrants that services will be provided in a professional and workmanlike manner. Except as

expressly stated, all other warranties, express or implied, including merchantability and fitness for a particular purpose are disclaimed.

Limitation of Liability:

In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, regardless of the theory of liability, even if advised of the possibility of such damages.

Indemnification:

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

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

Any dispute arising out of or relating to this Agreement shall first be attempted to be resolved through good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association, conducted in the venue specified above.

Force Majeure:

Neither party shall be liable or deemed in breach for any delay or failure to perform due to causes beyond their reasonable control, including acts of God, war, terrorism, strikes, governmental action, or natural disasters.

Assignment:

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except to an affiliate or successor in interest.

Entire Agreement and Amendments:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any amendment must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full

force and effect.

Waiver:

Failure or delay by either party to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall have the same force and effect as original signatures.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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