

MODEL CONTRACT FOR PROFESSIONAL SERVICES

Contractor: _____

Client: _____

1. Description of Services

Contractor agrees to perform the services described in Exhibit A attached hereto and incorporated herein by reference (the "Services"). The Services shall be performed in a professional and workmanlike manner in accordance with industry standards.

2. Term of Contract

The term of this Contract shall commence upon execution and continue until completion of the Services, unless earlier terminated as provided herein. Neither party shall be obligated beyond the termination date except for payment of Services rendered prior thereto.

3. Compensation

Client shall pay Contractor the fees set forth in Exhibit B attached hereto. Payment shall be made within 30 days of receipt of invoice. Late payments shall bear interest at the maximum rate allowed by law.

4. Independent Contractor

Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Contractor shall be solely responsible for all taxes, insurance, and statutory obligations applicable to Contractor and its employees.

5. Confidentiality

Each party agrees to hold confidential and not disclose any proprietary or confidential information of the other party obtained in connection with this Contract, except as required by law or with prior written consent. This obligation shall survive termination.

6. Intellectual Property

All intellectual property developed or delivered by Contractor under this Contract shall be the sole and exclusive property of Client upon full payment. Contractor hereby assigns all rights, title, and interest in such intellectual property to Client.

7. Warranties and Representations

Contractor warrants that the Services will be performed in a professional manner consistent with generally accepted industry standards. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification

Contractor shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses arising out of or resulting from the performance of the Services, except to the extent caused by Client's negligence or willful misconduct.

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Termination

Either party may terminate this Contract for any reason upon 15 days written notice to the other party. Client shall pay Contractor for all Services performed through the effective date of termination. Termination shall not affect any rights or obligations accrued prior to termination.

11. Governing Law and Venue

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

12. Notices

All notices under this Contract shall be in writing and delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or electronic means capable of confirming transmission and receipt, to the addresses set forth in the opening paragraph or as otherwise designated in writing.

13. Entire Agreement

This Contract, including all exhibits and attachments hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral. Any amendments or modifications must be in writing and signed by both parties.

14. Severability

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

15. Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default. Failure to enforce any provision shall not constitute a waiver of that provision or any other provision of this Contract.

16. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, labor disputes, government orders, or other force majeure events. The affected party shall notify the other promptly of such event.

17. Assignment

Neither party may assign or delegate its rights or obligations under this Contract without the prior written consent of the other party, except that Client may assign this Contract to any affiliate or successor entity without Contractor's consent.

18. Counterparts; Electronic Signatures

This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Electronic signatures shall be deemed to have the same legal effect as original signatures.

CONTRACTOR SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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