

SCOPE OF WORK AGREEMENT

Project Location: _____

Effective Date: _____

Parties:

Contractor Name: _____

Contractor Address: _____

Client Name: _____

Client Address: _____

Scope of Work Description:

Contractor agrees to provide the services described herein in a professional, timely, and workmanlike manner consistent with industry standards. The scope includes, but is not limited to, the tasks listed in the attached Schedule A, which is incorporated by reference.

Deliverables:

Contractor shall deliver all work products, reports, documentation, and other materials as specified in Schedule B, incorporated herein. All deliverables shall conform to the specifications and performance standards set forth in this Agreement.

Performance Schedule:

Services shall commence upon the Effective Date and shall continue according to the milestones and deadlines set forth in Schedule C. Time is of the essence in the performance of this Agreement.

Compensation and Payment Terms:

Client agrees to pay Contractor the total sum set forth in Schedule D according to the payment schedule therein. All payments shall be made in U.S. Dollars by the methods specified. Late payments may be subject to interest at the maximum rate permitted by law.

Change Orders:

Any changes to the scope, deliverables, schedule, or compensation must be agreed to in writing by both Parties via Change Order signed by authorized representatives.

Independent Contractor:

Contractor is an independent contractor and not an employee, agent, or partner of Client. Contractor is solely responsible for all taxes, insurance, and compliance with applicable laws.

Confidentiality:

Both Parties agree to maintain the confidentiality of all proprietary or confidential information disclosed in connection with this Agreement and not to disclose such information to any third party without prior written consent, except as required by law.

Warranties and Representations:

Contractor represents that it has the necessary qualifications, experience, and abilities to perform the services and that all work will be performed in a professional and workmanlike manner in accordance with industry standards.

Indemnification:

Contractor shall indemnify, defend, and hold Client harmless from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to Contractor's performance or breach of this Agreement.

Limitation of Liability:

Except for Contractor's indemnification obligations or willful misconduct, in no event shall either Party be liable for indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement.

Termination:

Either Party may terminate this Agreement upon written notice if the other Party materially breaches any provision and fails to cure within fifteen (15) days after receipt of written notice. Upon termination, Client shall pay Contractor for all services performed and expenses incurred through the termination date.

Dispute Resolution:

The Parties agree to attempt to resolve any disputes arising from this Agreement through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association in the jurisdiction specified in the Governing Law section.

Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____ without regard to conflict of law principles.

Entire Agreement:

This Agreement, including all attached Schedules and documents referenced herein, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any amendments must be in writing and signed by authorized representatives of both Parties.

Severability:

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

remain in full force and effect and shall be construed in a manner to effectuate the original intent of the Parties.

Notices:

Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, by certified mail (return receipt requested), or by nationally recognized overnight courier to the addresses set forth above or to such other address as either Party may designate by written notice to the other.

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. Signatures transmitted electronically or by PDF shall be deemed valid and binding as originals.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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