

GENERAL SERVICES AGREEMENT

This **General Services Agreement (“Agreement”)** is made and entered into as of ____ of _____ 20 ____ (the “Effective Date”), by and between [Company Name], a [State] corporation, with its principal place of business at _____ (“Client”), and [Service Provider Name], a [State] corporation, with its principal place of business at _____ (“Service Provider”).

RECITALS

WHEREAS, Client desires to retain the services of Service Provider to provide certain services; and

WHEREAS, Service Provider is in the business of providing such services and desires to perform such services for Client.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Client and Service Provider agree as follows:

1. **SCOPE OF SERVICES**. Service Provider shall perform the services described in Exhibit A (“Services”) in a timely and professional manner in accordance with the terms and conditions of this Agreement.
2. **TERM**. This Agreement shall commence on the Effective Date and shall continue until all Services have been completed and accepted by Client, unless earlier terminated in accordance with this Agreement.
3. **COMPENSATION**. In consideration for the Services provided by Service Provider, Client shall pay Service Provider the fees[Amount in dollars] set forth in Exhibit A (“Fees”). Service Provider shall invoice Client for the Fees upon completion of the Services. Client shall pay Service Provider the Fees within _____ days of receipt of such invoice.
4. **CONFIDENTIALITY**. Service Provider shall keep confidential all information of Client that is designated as confidential or that, under the circumstances surrounding the

disclosure, ought to be treated as confidential (“Confidential Information”). Service Provider shall not use or disclose any Confidential Information except as necessary to perform the Services or as required by law.

5. **OWNERSHIP OF WORK PRODUCT.** Service Provider acknowledges that all work product produced by Service Provider in connection with the Services shall be the sole and exclusive property of Client. Service Provider hereby assigns all right, title and interest in and to such work product to Client.
6. **WARRANTIES.** Service Provider warrants that (i) the Services shall be performed in a professional manner in accordance with industry standards and applicable laws, rules and regulations, and (ii) the Services shall not infringe upon any third-party intellectual property rights.
7. **INDEMNIFICATION.** Service Provider shall indemnify and hold harmless Client, its officers, directors, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of or relating to any breach of this Agreement or any act or omission of Service Provider.
8. **TERMINATION.** Either party may terminate this Agreement upon [number] days’ written notice to the other party. Upon termination, Service Provider shall promptly deliver to Client all work product produced in connection with the Services and all other materials and property belonging to Client in Service Provider’s possession or control.
9. **ASSIGNMENT.** Service Provider shall not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Client.
13. **LIMITATION OF LIABILITY.** Service Provider’s liability for any claim arising out of this Agreement shall be limited to the amount paid by Client to Service Provider under this Agreement. In no event shall Service Provider be liable for any special, incidental, consequential, or punitive damages.
14. **NON-SOLICITATION.** Service Provider agrees that during the term of this Agreement and for a period of [number] months thereafter, it will not solicit, induce, or attempt to induce any of Client’s employees or independent contractors to leave their employment or contractual relationship with Client.
15. **FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by an event beyond its reasonable control, including but not limited to acts of God, war, riot, terrorist acts, embargoes, fire, flood, earthquake, or other natural disaster, provided that the affected party promptly notifies the other party of such event and uses reasonable efforts to resume performance as soon as possible.
16. **DISPUTE RESOLUTION.** Any dispute arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [City, State], and the award rendered by the arbitrator(s) shall be final and binding. The prevailing party in any arbitration or litigation arising out of or related to this Agreement shall be entitled to recover its reasonable attorneys’ fees and costs.
17. **NOTICES.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery if delivered in person, or on the

third business day following the date of mailing if sent by certified mail, postage prepaid, to the party at the address set forth in this Agreement or at such other address as the party may from time to time designate by written notice to the other party.

18. **SURVIVAL.** Any provision of this Agreement which by its terms or nature is intended to survive termination or expiration of this Agreement shall survive any such termination or expiration.
19. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
20. **WAIVER.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.
21. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without giving effect to its conflicts of law provisions.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, with respect to the subject matter hereof.
24. **AMENDMENT.** This Agreement may not be amended except by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Client

Signature: _____ Date _____

Name: _____

Title: _____

Service Provider

Signature: _____ Date _____

Name: _____

Title: _____