

PROFESSIONAL SERVICES CONTRACT

This **Professional Services Agreement** (“**Agreement**”) is entered into by and between
[Company name] whose mailing address is

_____ hereinafter known as "**Client**" and
[Service provider name] (“**Provider**”) whose mailing address is

_____ hereinafter known as "**Provider**" this
_____ day of _____ 20____

NOW THEREFORE, as consideration for the foregoing and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by both parties, the parties hereto agree as follows:

Scope of Work

Provider agrees to provide the following professional services to Client (the "Services"):

1. [Describe the scope of work here, including any specific deliverables or deadlines.]

Fees

2. Client agrees to pay Provider for the Services in (amount in dollars). The Provider will receive payment in accordance with the following schedule in exchange for the Services rendered: (select as applicable)

- \$____ /hour.

- \$_____ Per Job completed.

Commission of ____% based on _____.

- Other. _____.

Expenses

3. Provider may incur expenses in connection with the performance of the Services. All expenses must be pre-approved by Client in writing before they are incurred. Client agrees to reimburse Provider for all pre-approved expenses, subject to the limitations set forth in this Agreement.

Term and Termination

4. This Agreement will begin on [Start Date] and will continue until the Services are completed or until either party terminates the Agreement in writing. Either party may terminate this Agreement for any reason upon [Notice Period] days' written notice.

Confidentiality

5. Provider agrees to keep all confidential information obtained from Client in the course of providing the Services confidential and not to disclose it to any third party without Client's prior written consent. Client agrees to keep all confidential information obtained from Provider in the course of receiving the Services confidential and not to disclose it to any third party without Provider's prior written consent.

Ownership and License

6. Provider retains all ownership and intellectual property rights in any materials or work product created by Provider in connection with the Services. Client is granted a non-exclusive, non-transferable license to use any such materials or work product solely for its internal business purposes.

Limitation of Liability

7. Provider's liability to Client for any damages arising from or related to the Services will be limited to the amount of the Fee paid by Client to Provider under this Agreement.

Warranties and Representations

8. Provider warrants and represents that it has the necessary expertise and skills to provide the Services and that it will perform the Services in a professional and workmanlike manner. Provider further represents that it will comply with all applicable laws and regulations in the provision of the Services.

Indemnification

9. Provider agrees to indemnify, defend, and hold harmless Client, its affiliates, officers, directors, and employees from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by Provider, or any act or omission of Provider in connection with the Services.

Insurance

10. Provider shall maintain during the term of this Agreement, at its own expense, commercial general liability insurance, with limits of not less than [\$Amount] per occurrence and [\$Amount] in the aggregate. Provider shall provide evidence of such insurance to Client upon request.

Non-Solicitation

11. During the term of this Agreement and for [Time Period] after termination of this Agreement, Provider agrees not to directly or indirectly solicit, hire, or retain the services of any employee of Client without Client's prior written consent.

Force Majeure

12. Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, earthquake, war, strikes, or any other event outside the reasonable control of the parties.

Dispute Resolution

13. Any dispute arising out of or in connection with this Agreement shall be resolved through mediation in accordance with the rules of the [Mediation Association]. If the parties are unable to resolve the dispute through mediation, the dispute shall be resolved through binding arbitration in accordance with the rules of the [Arbitration Association]. The arbitration shall be held in [City, State], and the decision of the arbitrator shall be final and binding on the parties.

Assignment

14. This Agreement may not be assigned by either party without the prior written consent of the other party, except that Provider may assign this Agreement to a subsidiary or affiliate or to any entity that acquires all or substantially all of Provider's assets or business related to the Services.

Notices

15. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) on the date of delivery if delivered personally, (ii) on the second business day following the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) on the first business day following the date of transmission, if sent by email.

Governing Law

16. This Agreement will be governed by and construed in accordance with the laws of the State of _____ without giving effect to any choice of law or conflict of law provisions.

Entire Agreement

17. This Agreement constitutes the entire agreement between Provider and Client with respect to the Services and supersedes all prior and contemporaneous communications and agreements between the parties, whether oral or written.

Amendment

18. This Agreement may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Provider/Company Name]

Signature: _____ **Date** _____

Name: _____

Title: _____

[Client Name]

Signature: _____ **Date** _____

Name: _____

Title: _____