Service Agreement

This Service Agreement (the "**Agreement**") is entered into _____ (the "**Effective Date**") by and between _____ (the "**Customer**") located at _____ and _____ (the "**Service Provider**") located at _____, also individually referred to as the "**Party**", and collectively the "**Parties**".

1. **Services.** The Service Provider shall perform the services listed in this Section 1 (the "Services").

   1.1. _____

   1.2. _____

   1.3. _____

2. **Compensation.** The Customer agrees to pay the Service Provider $_____ as payment for the Services provided. This fee will be paid in accordance will the following schedule:

   Total Cost of the Services: _____

   Amount Due at Signing: _____

   Amount Due at Completion: _____

3. **Expenses.** The Customer agrees to reimburse the Service Provider for all expenses incurred as a result of performing the Services. The Service Provider agrees to submit all expenses to the Customer for approval prior to incurring the expense. All expenses must be approved in writing. The Customer will not be liable to reimburse the Service Provider for any expense(s) that was not pre-approved.

4. **Payment.** The Service Provider shall submit an invoice to the Customer every ___ days. Invoices shall be paid within ____ days from the date of the invoice. Payments may be made by credit card/electronic transfer/check as follows:

_____

_____

_____

_____

_____

5. **Term.** The term of this Agreement shall commence on the Effective Date, as stated above, and continue for _____ days/months/years, unless otherwise terminated per the terms of this Agreement.

6. **Termination.**

   6.1. Either Party may terminate the Agreement at any time upon __ days prior written notice to the other Party. In the event the Customer terminates the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.

   6.2. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

7. **Relationship of the Parties.**

   7.1. **No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.

   7.2. **Independent Contractor.** The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

8. **Dispute Resolution.**

8.1. **Choice of Law.** The Parties agree that this Agreement shall be governed by the State and/or Country in which the duties of this Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by _____ law.

8.2. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

8.3. **Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.

8.4. **Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

9. General.

9.1. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.

9.2. **Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

9.3. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

9.4. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

10. Notices.

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

Customer

_____

_____

_____

_____

Service Provider

_____

_____

_____

_____

[The remainder of this page is intentionally left blank. Signature page follows.]

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Customer

Signed: _____

Name: _____

Date: _____

Service Provider

Signed: _____

Name: _____

Date: _____