SERVICE AGREEMENT

This Service Agreement (this "Agreement") is made on _____ between the parties below.

Provider (the party performing the services): _____, mailing address _____.

Client (the party hiring and paying for the services): _____, mailing address _____.

1. THE SERVICES

The Provider will perform the following services (the "Services"): _____ _____.

Items the Provider will deliver, if any: _____.

The Services will be performed at: _____ (leave blank for remote work).

2. SCHEDULE AND TERM

(Check one) [ ] One-time job: work begins on or about _____ and is expected to be complete by _____. [ ] Set period: from _____ through _____. [ ] Ongoing: begins on _____ and continues until either party ends it.

If this Agreement renews automatically, it renews for another term of the same length unless either party gives written notice of non-renewal at least _____ days before the current term ends.

3. FEES AND PAYMENT

(Check one) [ ] Flat fee of $_____. [ ] $_____ per hour. [ ] $_____ per visit. [ ] $_____ per month. [ ] Milestone payments: _____.

Deposit due at signing: $_____, credited toward the final invoice. The Client will pay each invoice within _____ days after receiving it. Late charge on undisputed overdue amounts: _____, or the highest amount the law allows if lower.

Expenses: [ ] included in the fees; [ ] the Client repays reasonable expenses at cost that it approves in writing in advance.

4. CHANGES AND CLIENT RESPONSIBILITIES

A change to the Services takes effect only when both parties approve a written change order, which may be an exchange of emails, stating any change to the fees and schedule. The Client will give the Provider the access, information and approvals reasonably needed, and the Provider's deadlines move to match any delay the Client causes.

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5. STANDARD OF WORK AND WARRANTY

The Provider will perform the Services in a professional and workmanlike manner and in line with all laws that apply. For _____ days after completion, the Provider will correct at no extra charge any work that does not meet this standard, once the Client gives written notice. Nothing in this Agreement limits a warranty or right that the law does not allow a consumer to give up.

6. LICENSES, INSURANCE AND INDEPENDENT CONTRACTOR

The Provider holds every license and permit the law requires for the Services. The Provider will carry _____ insurance with limits of at least $_____ per occurrence (leave blank if none is required).

The Provider is an independent contractor, decides how the Services are performed, and is responsible for its own workers, taxes, insurance and benefits.

7. OWNERSHIP, CONFIDENTIALITY AND LIABILITY

Anything the Provider creates specifically for the Client (check one): [ ] belongs to the Client once paid in full; [ ] stays with the Provider, and the Client receives a license to use it for its own purposes once paid; [ ] does not apply.

Each party will keep the other's non-public information confidential during this Agreement and for two years after it ends.

Each party will defend and indemnify the other against third-party claims for injury or property damage to the extent caused by its own negligence or willful misconduct. Neither party is liable for lost profits or indirect damages. Each party's total liability is limited to $_____ (leave blank for no cap), except for unpaid fees, indemnity, injury or property damage caused by negligence, gross negligence, willful misconduct or fraud, and except where the law does not allow a limit.

8. CANCELLATION AND TERMINATION

Either party may end this Agreement by giving _____ days' written notice, or sooner if the other party materially breaks it and does not fix the breach within 10 days after written notice. If the Client cancels a scheduled visit or event less than _____ days ahead, the Client will pay a cancellation fee of $_____. On early termination, the Client pays for work performed and approved expenses to the end date, and any unused deposit is refunded within 30 days.

Important: if the Client is a consumer and agreed to this deal at home ($25 or more) or at another place that is not the Provider's place of business ($130 or more), the FTC Cooling-Off Rule (16 C.F.R. Part 429) gives the Client three business days to cancel. The Provider must then add the statement the rule requires next to the Client's signature and hand over two completed Notice of Cancellation forms in the rule's exact wording. The guided builder adds them for you.

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9. DISPUTES AND GENERAL TERMS

The laws of the State of _____ govern this Agreement. Disputes will be resolved (check one): [ ] in the courts serving _____ County; [ ] by mediation first, then in those courts; [ ] by binding arbitration in _____ County. Small claims court remains available for claims that qualify.

This Agreement, with any approved change orders, is the complete agreement between the parties and can be changed only in a signed writing. If any part is unenforceable, the rest stays in effect. Neither party is responsible for delays caused by events beyond its reasonable control. This Agreement may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Provider

Signature: _____ Date: _____

Printed Name: _____

Client

Signature: _____ Date: _____

Printed Name: _____

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