

# Service Agreement

Between Company ABC and Client John Doe

This Service Agreement ("Agreement") is made effective as of January 1, 2025, by and between Company ABC, a corporation organized and existing under the laws of the State of California, with its principal office located at 1234 Main Street, Suite 500, Los Angeles, CA 90001 ("Service Provider"), and John Doe, residing at 5678 Elm Street, Apartment 12C, San Francisco, CA 94104 ("Client").

## 1. Definitions

- "Services": The work and tasks described in Section 2 to be performed by Service Provider for the Client.
- "Deliverables": Any tangible or intangible output resulting from the Services, as specified in Section 3.
- "Agreement": This contract, including all exhibits, attachments, and amendments.

## 2. Scope of Services

Company ABC agrees to provide the following services to Client:

- Website design and development
- Monthly website maintenance and support
- Additional services as mutually agreed upon in writing

The scope may be amended via written agreement signed by both parties.

## 3. Deliverables

The Service Provider will deliver the following:

- Fully functional company website by March 15, 2025
- Monthly maintenance reports delivered by the 5th of each month

All deliverables shall meet the specifications set forth in Exhibit A.

## 4. Term and Termination

This Agreement shall commence on January 1, 2025, and continue until June 30, 2025, unless earlier terminated as provided below.

- Either party may terminate this Agreement with 30 days' written notice.
- This Agreement may be terminated for cause by either party if the other party breaches any material term and such breach is not remedied within 15 days following written notice.
- Upon termination, Service Provider shall be compensated for all Services rendered and Deliverables provided up to the date of termination.

## 5. Compensation and Payment

- Client shall pay Service Provider the sum of \$10,000 for the Services rendered, according to the following schedule:
- \$5,000 upon project start (January 1, 2025)
- \$5,000 upon completion and acceptance of all Deliverables (June 30, 2025)

Invoices must be paid within 30 days of receipt.

Late payments may incur an interest charge of 1.5% per month or the maximum allowed by law.

## 6. Confidentiality

Each party shall protect confidential information disclosed in connection with this Agreement and shall not disclose such information to any third party without the prior written consent of the disclosing party, except as required by law. Confidentiality obligations survive the termination of this Agreement.

## 7. Intellectual Property

- Unless otherwise agreed in writing, all intellectual property created under this Agreement shall be the property of Company ABC.
- Either party shall execute documents reasonably necessary to effectuate such ownership.
- Pre-existing intellectual property remains the property of the party who owned it prior to this Agreement.

## 8. Warranties and Representations

- Service Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards.
- Except as expressly stated in this Agreement, no other warranties, express or implied, are made, including any implied warranties of merchantability or fitness for a particular purpose.

## 9. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, special, or consequential damages, including lost profits, even if advised of the possibility of such damages. The total liability of either party under this Agreement shall not exceed the total compensation paid under this Agreement.

## 10. Independent Contractor

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

## 11. Notices

All notices required under this Agreement shall be in writing and sent to the addresses set forth above, or such other addresses as may be designated, via personal delivery, email (info@companyabc.com for Service Provider; johndoe@email.com for Client), or certified mail, return receipt requested.

## 12. Governing Law

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules.

## 13. Force Majeure

Neither party shall be liable for failure or delay in the performance of their obligations due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, or governmental action.

## 14. Entire Agreement

This Agreement constitutes the entire understanding between the parties on the subject matter and supersedes all prior agreements, representations, or understandings. Amendments must be in writing and signed by both parties.

## 15. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 16. Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other party, except to successors in interest.

## 17. Counterparts

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. Electronic signatures are deemed valid.

## 18. Dispute Resolution

Any disputes arising out of or related to this Agreement shall first be attempted to be resolved through good-faith negotiations between the parties. If resolution cannot be reached, the parties agree to submit the dispute to mediation before resorting to litigation.

## IN WITNESS WHEREOF

The parties hereto have executed this Service Agreement as of the date first written above.

- For Company ABC:
- Name: Pat Smith
- Title: CEO
- Signature: \_\_\_\_\_
- Date: January 1, 2025
- For Client John Doe:

- Name: John Doe
- Signature: \_\_\_\_\_
- Date: January 1, 2025