

**John Wilson**

# **Service Agreement & Statement of Work**

Project Details, Terms, and Conditions between [Client Name] & John Wilson

Saturday, March 7, 2015

# Hi [Client's First Name]!

I'm happy that You've chosen to work with Me, and I look forward to a lasting relationship! This is my Service Agreement ("Agreement"). It begins as of [Month] [Day], 2015, and is made between John Wilson ("Me") and [Client Name] ("You").

**In short, I will build a website for You with the goal of [Goal]. I will work and collaborate with you to the best of my ability to complete it by [end date]. In total, that will cost \$125 per one hour of work.**

For details, read on!

## 1. A little background

- 1.1. The purpose of this Agreement is to iron out all the details of our relationship. I recognize that even though each party is working as hard as possible, questions sometimes arise, and this Agreement is meant to address as much about our relationship as possible.
- 1.2. You are hiring Me as an expert to complete work for You, the specifics of which will be explained over the following pages. I'll do our best to make this Agreement simple to understand by steering clear of legal jargon, so I've tried to eliminate it as much as possible. The biggest exception is the next paragraph, which our lawyer insists I keep. Brace yourself:
- 1.3. The parties, intending to be legally bound, agree as follows:
- 1.4. (That wasn't so bad, was it?)

## 2. The Project

2.1. **Project summary.** You are hiring Me to [insert project summary]. Once the project is completed, here's a list of what You can expect Me to deliver (the "Deliverables"):

- Item 1
- Item 2
- Item 3
- Item 4

2.2. **Project exclusions.** This project does not include:

- Item 1
- Item 2
- Item 3
- Item 4

2.3. **Change process for deliverables.** Because the project is just getting started, it's important to remember that the Deliverables may change once I begin brainstorming. If it becomes necessary to change the Deliverables, we can discuss the changes and both parties will sign an addendum to this Agreement, memorializing the changes we've agreed on.

2.4. **Requirements.** Throughout the project, it's important that You maintain communication with Me. The project will be divided into phases, and each phase will require certain things from both parties. The phases will be listed below, but for now, it's important to know that I am agreeing to provide everything I am supposed to according to this Agreement to complete each phase, and that You are also promising to provide everything You are supposed to according to this Agreement to complete each phase, including, but not limited to, feedback, copy, custom photography and other content related aspects of the project. If either party does not provide what is required of them for each phase in a timely manner, the other party can consider it a breach of this Agreement.

### 3. The Phases

- 3.1. **Phase breakdown.** Below is a breakdown of each phase, as well as an estimated date for completion of each phase:

Phase title	Estimated date of completion	Percentage of effort
Phase 1	January 1, 2014	50%
Phase 2	January 2, 2014	10%
Phase 3	January 3, 2014	30%
Phase 4	January 4, 2014	10%

- 3.2. **Change process for phases.** Again, because the project is just getting started, the dates and content of each phase are subject to change. If it becomes necessary to change any phase, including dates, I will notify you in writing of the change. Additionally, if after the project begins You decide You want Me to do more work than is accounted for in these phases, together we can agree to add phases. Of course, You agree that, with the addition of phases, I may, after approval by You, raise the Fee.
- 3.3. **Percentage assignment.** Each phase is assigned a percentage denoting approximately how much of the project that phase represents. Once I submit everything that is required of Me for a particular phase, that phase is considered complete.
- 3.4. **Feedback process.** Throughout My completion of phases, I will be seeking Your feedback. You agree to make yourself available to provide feedback. Although I am going to work very hard to make sure You are completely satisfied, You agree that Your approval is not needed for the purposes of considering a phase completed.
- 3.5. **Term.** This project will be considered completed upon the completion of all phases listed above, and delivery of the Deliverables, or ends on January 1, 2014, whichever occurs first. Anything outside these deliverables and phases list or after January 1, 2014 will be considered out of scope.
- 3.6. **Pauses.** You may, at Your option, choose to have Me temporarily halt work on the project ("Pause"). If You elect to Pause, You must inform Me in writing of Your decision as well as the projected length of time for the Pause. I cannot guarantee that I will be able to resume work on Your project immediately following a Pause, but together both parties will agree on a date to resume the project. Because I have arranged Our schedule to devote

a specific time period to Your project, if over the course of the project the amount of time Your requested Pauses last totals more than 30 days I may charge You, and You agree to pay, an amount equal to 5% of the Fee. If the total amount of time for all Pauses lasts more than sixty days, I may consider that Your notice of Your intention to terminate this Agreement, and the provisions of the article headed “Termination” will apply, including the addition of a 10% termination fee to the total sum You owe.

- 3.7. Both parties agree that if a Pause lasts longer than two weeks, I may need to rescope the project, including changing the completion date for the project and dates phases are due.

## 4. Payment

- 4.1. **Fee.** You agree to pay Me \$125 per one hour of work completed on your project (the “Fee”). You agree to pay the Fee within 15 days upon receiving any invoice.
- 4.2. **Fee exclusions.** This Fee does not include reimbursement for expenses including, but not limited to, fonts, stock photography/video/illustration, licenses, products, or other collateral or materials for My Work (“Expenses”). These Expenses will be billed for separately, and You agree to reimburse Me the cost of such Expenses after I have provided documentation explaining them.
- 4.3. **Expertise.** You recognize that You are not merely compensating Me for the completed project, but also My expertise. Before I actually produce a physical Deliverable, I have invested hours into researching, brainstorming and problem-solving, and You agree that You are compensating Me for not only the physical Deliverables, but also all the work I have invested to create the Deliverables.

## 5. Ownership

- 5.1. **License during project.** During the course of the project, and up until the Fee is paid-in-full, I will retain ownership of the Deliverables. However, I will grant you a revocable exclusive license for the duration of the project. If You fail to make a payment when it is due according to this Agreement, I reserve the right to revoke Your license.

- 5.2. **Rights assignment.** Upon full payment of the Fee, I will irrevocably assign and grant You all rights, title and interest to the Deliverables. This includes, but is not limited to, My rights as owner of the copyright of the Deliverables. Even after full payment of the Fee, I will retain ownership of code created for general applicability, but I will grant You a license to use this code.
- 5.3. **My license.** Once I assign You all right, title, and interest in the Deliverables, You agree to grant Me an irrevocable, nonexclusive license to use the Deliverables for marketing purposes. I agree to not use the license You grant Me in any way that would hurt You economically.

## 6. Warranties & Indemnification

- 6.1. **My warranty.** I warrant to You that all the Deliverables, unless expressly specified, I provide to You are My own work, and that they do not, to the best of My knowledge, infringe on any third party copyright, or intellectual property rights.
- 6.2. **Third-party.** If I use any third party material, I will inform You. If needed, I will obtain a license to use the third party material.
- 6.3. **Your warranty.** You warrant to Me that any material You provide Me is not protected by a third party copyright or any third party intellectual property rights, and that I can use such material lawfully.
- 6.4. **Your indemnification.** In the event litigation from a third party results from My breach of My warranty, I agree to indemnify and hold You harmless for any costs, damages, or liabilities associated with such breach of My warranty. I also agree to indemnify You from third party claims resulting from My gross negligence.
- 6.5. **My indemnification.** If a third party pursues litigation as a result of Your breach of Your warranty, You agree to indemnify and hold Me harmless for any costs, damages, or liabilities associated with such breach of Your warranty. You also agree to indemnify Me from third party claims resulting from Your gross negligence.

## 7. Confidentiality

- 7.1. **Acknowledgement of confidentiality.** I recognize that You will be giving Me access to certain confidential information and I understand the need to keep that information confidential. I may also be giving You confidential information that You are also agreeing to keep confidential.
- 7.2. **Definition of confidential information.** For purposes of defining confidential information for this Agreement, confidential information includes, but is not limited to, software, technology, programming, research, financial and business information, and any other piece of information that either party designates as confidential or proprietary. Information will not be considered confidential if it becomes public knowledge, or is received by a third party, without either of us breaking our confidentiality obligations, or if the receiving party can show they already knew the information before disclosure by the other party. Neither You nor I will disclose any confidential information without prior approval from the other party.

## 8. Non-exclusivity & non-solicitation

- 8.1. **Non-exclusivity.** You agree that I may perform the same or similar types of services for other parties, including possibly some of Your competitors. Keep in mind that I am obligated to protect Your information through My agreement to the information confidential, and that I take this provision, and the obligations it imposes, especially seriously.
- 8.2. **Non-solicitation.** I agree not to solicit any of Your existing Clients for a period of one year without Your approval. A Client is a party that You have an existing business relationship with, and one that I have established a relationship with solely through Our participation in this project with You.



## 9. Definition of Relationship

- 9.1. **Relationship.** This Agreement does not create an employee-employer relationship. Our relationship to You is that of independent contractors. As a result, both parties are solely responsible for all of our own employees, including the payment of compensation, worker's compensation insurance, withholding taxes, and other required payments.

## 10. Force Majeure & Limitation of Liability

- 10.1. **Force Majeure.** Neither You nor I will be considered to be in default under this Agreement for delays in performance caused by events beyond our reasonable control.
- 10.2. **Limitation of liability.** You agree that in no event shall I, including any of My contractors, employees or owners, be liable for an amount greater than the portion of the Fee that You have paid, whether the basis of Your recovery be in contract law or tort law. In no event shall I be liable for consequential, incidental, or punitive damages.

## 11. Termination

- 11.1. **Mutual trust.** I'm hoping that our collaboration goes off without a hitch. After all, we trust each other, which is the reason we're doing business together.
- 11.2. **Fairness.** However, in the unfortunate case that we can't come to an agreement, here's what needs to happen. Even if things go awry, I want to make sure I'm treating you fairly, and vice versa.
- 11.3. **Notice.** First of all, both parties agree to reasonably try to work things out so that the project is salvageable. If things can't be worked out, either party can terminate this Agreement by giving the other party 10 days notice.
- 11.4. **Handoff.** Upon termination, I agree to deliver to You any completed Deliverables, along with notes and any files I have pertaining to the project. Upon termination You agree to pay Me the total Fee that is due according to the hours I have worked on the project.

## 12. General Provisions

- 12.1. **Merger.** This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements.
- 12.2. **Amendments.** No amendment or modification of this Agreement is binding unless in writing and signed by both parties.
- 12.3. **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
- 12.4. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or electronic signature, each of which is an original, and all of which constitute only one agreement between the parties.
- 12.5. **Choice of Law.** This Agreement is to be governed and construed in accordance with the laws of Florida, without regard to its conflict of law principles.

To evidence the parties' agreement to this Agreement, we have executed and delivered it on [Month] [Day], 2014, but as of the date set forth in the preamble.

For [Client Name]

For John Wilson

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[Client First Name] [Client Last Name]  
[Client title]

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John Wilson  
President

[Client name]  
[Client address]  
[Client address 2]  
[Client email]  
[Client phone number]

[My address]  
[My address 2]  
john@j-wilson.com  
[My phone number]

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Date

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Date

I'm really looking forward to working with you.

**Thanks!**