

Professional Services Agreement

This Agreement is entered into as of **January 9, 2026**

Between:

John Doe ("Service Provider")
123 Main Street, San Francisco, CA 94102
Email: john@example.com

And:

Jane Smith ("Client")
456 Oak Avenue, Portland, OR 97201
Email: jane@example.com

1. Scope of Services

The Service Provider agrees to provide professional consulting services to the Client, including but not limited to strategic planning, business analysis, and implementation support. The specific deliverables and timeline will be outlined in separate project statements of work.

2. Term and Termination

This Agreement shall commence on the date first written above and continue for a period of twelve (12) months, unless terminated earlier by either party with thirty (30) days written notice. Either party may terminate this Agreement immediately for cause, including material breach of any provision herein.

3. Compensation

The Client agrees to compensate the Service Provider at a rate of \$150 per hour for services rendered. Invoices will be submitted monthly and payment is due within fifteen (15) days of receipt. Late payments will accrue interest at 1.5% per month.

4. Confidentiality

Service Provider Initials

Client Initials

5. Independent Contractor

The Service Provider is an independent contractor and not an employee of the Client. The Service Provider is responsible for all taxes, insurance, and benefits. The Service Provider retains the right to control the manner and means by which services are performed.

6. Intellectual Property

All work product created specifically for the Client under this Agreement shall be considered "work for hire" and shall be the exclusive property of the Client. The Service Provider retains ownership of any pre-existing materials, tools, or methodologies used in providing the services.

7. Liability and Indemnification

The Service Provider's liability under this Agreement shall be limited to the amount of fees paid by the Client during the six (6) months preceding any claim. Each party agrees to indemnify and hold harmless the other party from any claims arising from their own negligence or willful misconduct.

8. General Provisions

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and agreements. Any modifications must be made in writing and signed by both parties. This Agreement shall be governed by the laws of the State of California.

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

John Doe, Service Provider

Jane Smith, Client

Date

Date