Master Services Agreement

Connor & Co.

Effective Date: **[Insert Date]**

Prepared For:
Client Legal Name

Client Address

This Master Services Agreement ("Agreement") is entered into as of the Effective Date by and between:

Connor & Co. ("Company") and **[Client Legal Name]** ("Client").

Company and Client may each be referred to as a "Party" and collectively as the "Parties."

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1. Scope of Services

Company shall provide design, development, consulting, and related services as described in one or more Statements of Work ("SOW") executed under this Agreement.

Each SOW will specify:

- Description of services
- Deliverables
- Timeline
- Fees and payment terms
- Any project-specific provisions

In the event of a conflict between this Agreement and a SOW, the SOW shall govern with respect to that project.

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2. Fees and Payment

Client agrees to pay all fees specified in the applicable SOW.

Unless otherwise stated:

- 50% deposit due prior to commencement
- Remaining balance due upon completion
- Subscription services billed monthly in advance

Invoices are due within seven (7) days of issuance.

Late payments may result in suspension of services and accrue interest at 1.5% per month.

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3. Changes and Scope Adjustments

Any work outside the defined SOW scope shall be treated as additional services and require written approval.

Company is not obligated to perform out-of-scope services without formal amendment.

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4. Intellectual Property

Ownership Transfer. Upon full payment, Client shall own final deliverables created specifically for Client.

Retained Rights. Company retains ownership of proprietary tools, templates, frameworks, code libraries, and reusable components developed prior to or outside the SOW.

Portfolio Use. Company may display non-confidential deliverables in its portfolio and marketing materials.

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5. Confidentiality

Each Party agrees to maintain confidentiality of proprietary or sensitive information disclosed during the course of engagement.

This obligation survives termination of the Agreement.

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6. Warranties

Company warrants that services shall be performed in a professional and workmanlike manner consistent with industry standards.

Company does not guarantee revenue outcomes, funding results, SEO rankings, or business performance metrics.

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7. Limitation of Liability

To the maximum extent permitted by law, Company's total liability under this Agreement shall not exceed the total fees paid by Client under the applicable SOW.

Company shall not be liable for indirect, incidental, special, or consequential damages, including lost profits or business interruption.

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8. Third-Party Services

Projects may incorporate third-party services including but not limited to:

Webflow, Vercel, Supabase, Stripe, Figma, hosting providers, and related infrastructure.

Client is responsible for maintaining third-party accounts and compliance with their respective terms.

Company is not liable for outages, failures, or service disruptions caused by third-party providers.

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9. Term and Termination

This Agreement remains in effect until terminated by either Party with fourteen (14) days written notice.

Client shall pay for all services rendered up to the termination date.

Deposits are non-refundable.

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10. Independent Contractor

Company operates as an independent contractor.

Nothing in this Agreement creates an employment, partnership, or joint venture relationship.

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11. Governing Law

This Agreement shall be governed by the laws of the State of Ohio.

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12. Entire Agreement

This Agreement, together with all executed Statements of Work, constitutes the entire agreement between the Parties.

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Signatures

Connor & Co.   **Client**

Signature: _____   Signature: _____

Name: Connor Love   Name: _____

Title: Founder   Title: _____

Date: _____   Date: _____