

# SERVICE-CLIENT TEST

January 14, 2025

## THIS AGREEMENT

is made and entered into on the date specified above by and between:

### **\*\*PROFESSIONAL SERVICE AGREEMENT\*\***

This Professional Service Agreement ("Agreement") is made and entered into as of [Insert Date], by and between [Your Company Name], a [Your State] Corporation, with offices located at [Your Address] ("Service Provider"), and [Client's Company Name], a [Client's State] Corporation, with offices located at [Client's Address] ("Client").

**\*\*WHEREAS\*\***, the Service Provider agrees to provide certain professional services to the Client, and the Client agrees to engage the Service Provider under the terms and conditions set forth herein.

**\*\*NOW, THEREFORE\*\***, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

**\*\***

### **1. SERVICES DESCRIPTION\*\***

1.1 **\*\*Scope of Services\*\***: The Service Provider shall provide the Client with the following services ("Services"): [Detailed Description of Services].

1.2 **\*\*Delivery of Services\*\***: The Services will be performed at the location(s) specified by the Client and agreed upon by the Service Provider.

1.3 **\*\*Changes to Services\*\***: Any changes or additions to the Services described in this Agreement must be agreed upon in writing by both parties.

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## **2. SERVICE LEVEL REQUIREMENTS\*\***

2.1 **\*\*Performance Standards\*\***: The Service Provider agrees to perform the Services in accordance with the performance standards and timelines set forth in Exhibit A attached hereto.

2.2 **\*\*Monitoring and Reporting\*\***: The Service Provider shall regularly monitor the performance of the Services and shall provide the Client with written reports on a [weekly/monthly/quarterly] basis.

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## **3. PAYMENT TERMS\*\***

3.1 **\*\*Fees\*\***: In consideration for the provision of the Services, the Client shall pay the Service Provider [specify fee structure, e.g., hourly rate, fixed fee, retainer].

3.2 **\*\*Invoicing and Payment\*\***: The Service Provider shall invoice the Client [specify frequency of invoicing]. Each invoice shall be due and payable within [number] days of receipt by the Client.

3.3 **\*\*Late Payments\*\***: Any late payments shall be subject to a late fee of [specify percentage] per month on the unpaid balance.

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## **4. TERM AND TERMINATION\*\***

4.1 **\*\*Term\*\***: This Agreement shall commence on the date first written above and shall continue in effect until the Services are completed and accepted by the Client, unless terminated earlier as provided herein.

4.2 **\*\*Termination for Convenience\*\***: Either party may terminate this Agreement at any time by providing [number] days written notice to the other party.

4.3 **\*\*Termination for Cause\*\***: Either party may terminate this Agreement immediately

upon written notice if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within [number] days after receipt of written notice of such breach.

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## **5. WARRANTIES\*\***

5.1 **\*\*Service Warranty\*\***: The Service Provider warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

5.2 **\*\*No Other Warranties\*\***: Except for the warranty set forth in Section 5.1 above, the Service Provider makes no warranties, express or implied, as to any matter whatsoever.

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## **6. LIMITATION OF LIABILITY\*\***

6.1 **\*\*Limitation on Direct Damages\*\***: The Service Provider's total liability to the Client for any and all claims arising out of or in connection with this Agreement shall not exceed the total amount of fees paid by the Client to the Service Provider under this Agreement.

6.2 **\*\*Exclusion of Consequential Damages\*\***: In no event shall either party be liable to the other for any incidental, indirect, special, or consequential damages arising out of this Agreement, even if advised of the possibility of such damages.

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## **7. CONFIDENTIALITY\*\***

7.1 **\*\*Confidential Information\*\***: Each party agrees to maintain the confidentiality of all confidential information disclosed by the other party in connection with this Agreement and to use such confidential information solely in connection with the performance of its obligations under this Agreement.

**\*\***

## **8. GENERAL PROVISIONS\*\***

8.1 **\*\*Governing Law\*\***: This Agreement shall be governed by and construed in accordance with the laws of the State of [Your State], without regard to its conflict of laws principles.

8.2 **\*\*Dispute Resolution\*\***: Any disputes arising out of or related to this Agreement shall be resolved by arbitration in [Your City, Your State], in accordance with the rules of the American Arbitration Association.

8.3 **\*\*Entire Agreement\*\***: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, concerning such subject matter.

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

[Your Company Name]

By: \_\_\_\_\_

Name:

Title:

[Client's Company Name]

By: \_\_\_\_\_

Name:

Title:

[Attach Exhibit A - Performance Standards, if applicable]

**FOR AND ON BEHALF OF THE FIRST PARTY:      FOR AND ON BEHALF OF THE SECOND PARTY:**

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Name:

Title:

Date:

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Name:

Title:

Date: