SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into on [Date] by and between:

Service Provider: [Service Provider Name], a [business entity, e.g., corporation, LLC] with its principal place of business at [Service Provider Address] ("Provider"), and

Client: [Client Name], a [business entity or individual] with its principal place of business or residence at [Client Address] ("Client").

WHEREAS, the Provider offers professional services as described herein, and the Client desires to engage the Provider to perform such services under the terms and conditions set forth in this Agreement;

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

1. Services

1. **Description of Services.** The Provider shall perform web development services, including but not limited to the design, development, and deployment of a responsive website ("Services") as detailed in Attachment A, which is incorporated herein by reference.

2. **Delivery of Services.** The Services shall be delivered remotely via secure digital platforms, with regular progress updates provided to the Client through email or project management tools agreed upon by both parties.

3. **Timeline.** The Provider shall commence the Services on [Start Date] and aim to complete the Services by [Completion Date], subject to adjustments for unforeseen circumstances or mutual agreement in writing.

2. Payment Terms

1. **Compensation.** The Client shall pay the Provider a total fee of $[Amount] for the Services, payable as follows:
   - 50% upon signing this Agreement as a deposit.
   - 50% upon completion and acceptance of the Services.

2. **Payment Method.** Payments shall be made via [Payment Method, e.g., bank transfer (NEFT), UPI, or cheque] to the account designated by the Provider.

3. **Payment Schedule.** The deposit is due upon execution of this Agreement. The final payment is due within 15 days of the Client's written acceptance of the completed Services.

4. **Late Payments.** Any overdue payments shall incur a late fee of 1.5% per month on the outstanding balance.

3. Duration of Agreement

1. **Effective Date.** This Agreement shall commence on [Start Date] and continue until the Services are completed, estimated to be on or before [Completion Date], unless terminated earlier in accordance with Section 4.

2. **Extension.** The parties may extend the term of this Agreement by mutual written consent.

4. Termination

1. **Termination by Either Party.** Either party may terminate this Agreement with 30 days' written notice to the other party.

2. **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within 15 days of receiving written notice.

3. **Penalty for Early Termination.** If the Client terminates the Agreement before completion of the Services without cause, the Client shall pay the Provider for all work performed up to the date of termination, plus a cancellation fee of $[Amount] to cover administrative costs.

4. **Return of Materials.** Upon termination, the Provider shall return any Client-provided materials, and the Client shall return any Provider-owned materials.

5. Liabilities and Responsibilities

1. **Provider Responsibilities.** The Provider shall:

   - Perform the Services in a professional and workmanlike manner, adhering to industry standards.
   - Provide regular updates on project progress and promptly address Client inquiries.

2. **Client Responsibilities.** The Client shall:

   - Provide all necessary information, materials, and access required for the Provider to perform the Services.
   - Make timely payments as per Section 2.

3. **Limitation of Liability.** The Provider shall not be liable for any indirect, incidental, or consequential damages arising from the Services, including but not limited to loss of profits or data. In the event of a defect in the Services, the Provider's liability shall be limited to correcting the defect or refunding the fees paid for the defective portion, at the Provider's discretion.

4. **Indemnification.** Each party agrees to indemnify and hold harmless the other party from any claims, damages, or losses arising from their breach of this Agreement or negligence in performing their obligations.

6. Miscellaneous

1. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the Services and supersedes all prior agreements or understandings, written or oral.

2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of [State/Country], with venue exclusively in the courts of [City/State].

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

4. **Notices.** All notices under this Agreement shall be in writing and sent via email to [Provider Email] for the Provider and [Client Email] for the Client, effective upon receipt.

5. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date of signature below.

For the Provider
By:

$Name: [ProviderName] Title: [ProviderTitle] Date: [Date]$

For the Client
By:

$Name: [ClientName] Title: [ClientTitle, if applicable] Date: [Date]$