Service Agreement

This Service Agreement ("Agreement") is made on [date] between [Customer legal name], of [address] ("Customer"), and [Provider legal name], of [address] ("Provider").

1. Services

Provider will perform the following services (the "Services"):

Location _____ **Frequency / schedule** _____

2. Term

This Agreement begins on [start date] and continues for [12 months / until the Services are complete]. [It renews automatically for additional [12]-month periods unless either party gives [30] days' written notice before the end of the current term.]

3. Fees and payment

Customer will pay Provider [$ amount] [per visit / per month / in total]. Provider will invoice [monthly / on completion], and payment is due within [30] days of the invoice date. Provider may adjust fees on [60] days' written notice.

4. Customer responsibilities

Customer will provide reasonable access to the premises, systems or information Provider needs, and will notify Provider promptly of any concerns about the Services.

5. Standard of work

Provider will perform the Services in a professional and workmanlike manner, consistent with generally accepted industry standards. If Customer reports a deficiency within [7] days, Provider will re-perform the affected Services at no additional charge.

6. Insurance

Provider will maintain general liability insurance of at least $[amount] per occurrence [and workers' compensation insurance as required by law] and will provide proof of coverage on request.

7. Independent contractor

Provider is an independent contractor and is responsible for its own employees, equipment, taxes and benefits.

8. Confidentiality

Each party will keep confidential any non-public information it learns about the other party in connection with this Agreement.

9. Limitation of liability

Except for gross negligence or willful misconduct, neither party is liable for indirect or consequential damages, and Provider's total liability will not exceed the fees paid in the [12] months before the claim.

10. Termination

Either party may terminate this Agreement with [30] days' written notice, or immediately if the other party materially breaches it and fails to cure the breach within [10] days of notice. Customer will pay for Services performed through the termination date.

11. General

This Agreement is governed by the laws of the State of [state]. It is the entire agreement between the parties and may be changed only in writing signed by both parties. Notices must be sent in writing to the addresses above or by email to [email addresses].

Customer

Name: Date:

Provider

Name: Date: