



Service Contract

1. Parties

This **Service Contract** (the "**Contract**" hereinafter), has been signed by and between the following parties;

Service Provider

Client

2. Background

WHEREAS, the Client is in search of a service provider that has the necessary qualifications, experience, and abilities to provide _____ services to the Client,

WHEREAS, the Service Provider is a provider of the service needed by Client and agrees to provide services to Client under the terms and conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

3. Scope of Service

The Service Provider agrees to provide Client the following services (the "**Services**");

4. Term and Termination

The term of this Contract is _____, starting on _____ and automatically expires on _____, unless terminated earlier in accordance with the term and conditions of this Contract.

Either party may terminate this Contract by giving a _____ day written notice to the other party. In such a case, the Service Provider shall continue to provide services until the end of the notice period and shall be entitled to full compensation.

Either party may terminate this Agreement immediately upon written notice to the other party if the other party breaches any material term or condition of this Contract. Either party may also terminate the Contract immediately if the other party becomes insolvent, files for bankruptcy, or has a receiver or similar officer appointed to manage its assets. In case of immediate termination, all outstanding fees and charges shall become immediately due and payable.

5. Compensation

The Client shall pay the amount of _____ per _____ for the Services, exclusive of taxes and other duties required by law.

The Client agrees to reimburse the Contractor from time to time for the necessary expenses incurred in connection with the Services provided by the latter. Provided that such expense must be pre-approved by the Client.

6. Independent Contractors

The parties to this Contract are independent contractors. Neither party is an agent, employee, representative or partner of the other party. Nothing in this Contract is intended to create or will be construed as creating joint ventures, principal or agent or co-partners between the parties.

Service Provider shall have full autonomy and control over their work hours, decisions, and methods in the delivery of their work output in accordance with the Contract, except in cases where the responsiveness of the Service Provider is reasonably needed by the Client.

7. Confidentiality

For the purpose of this Contract, Confidential information (the "Confidential Information") shall refer to any data or information owned by them and not made public or is not published to any website or any publication, or any information relating to the Client which would reasonably be considered to be private or proprietary.

The Service Provider understands and agrees that all written or oral information or material containing Confidential Information shall not be allowed to be disclosed, revealed, reported, or similar, for any purpose and for any reason unless such disclosure, revelation, or report is authorized by the Client or as the law requires. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

8. Return of Property

Upon the termination of this Agreement, the Service Provider shall return to the Client any property, such as, but not limited to, documents, data, records, whether digital or physical, which are owned by them. Service Provider shall not hold, retain, or possess, any copy of such unless such is consented by the Client in writing and signed by them.

9. Subcontracting

The Service Provider may, with prior written consent of the Client, engage in subcontracting any of the Service Provider's rights and obligations under this Contract. Likewise, Client shall not engage any third party to enter into a contract that shall affect any of the rights or obligations of the Service Provider under this Contract without the affirmative consent of the Service Provider. Any acts of the subcontractor shall be the responsibility of the Service Provider.

10. Non-Exclusivity

The Parties acknowledge that the working relationship between them is non-exclusive. The Service Provider may freely engage with another party for the same service.

11. Assignment

Neither party may assign their rights or obligations in this Agreement without the prior written consent of the other.

12. Severability

The clauses and paragraphs contained in this Contract are intended to be read and construed independently of each other. In the event that any of the provisions in this Contract be construed as invalid or unenforceable by a competent Court, the same shall apply only to the said provision, and the remaining provisions hereof shall remain valid and enforceable.

13. Amendment

No modifications or amendments shall be considered as having been made in this Agreement unless such is made in writing and signed by the contracting parties.

14. Non-Waiver

No delay or failure by either party to exercise any right under this Contract shall constitute a waiver of that or any other right. No waiver shall be effective unless it is in writing and signed by both parties.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on the date specified below.

Service Provider

Name

Date

Signature

Client

Name

Date

Signature



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