Service Agreement Template

A client and service provider contract for project or ongoing services

Agreement date: _____ **Effective date:** _____

Use this agreement to define the work, deliverables, fees, responsibilities, deadlines, ownership, and acceptance process. Attach a detailed statement of work where the project needs more space.

1. PARTIES

Service provider legal name and entity type: _____
Business address, email and contact: _____

Client legal name and entity type: _____
Business address, email and contact: _____

2. KEY DETAILS

Project / service name: _____

Start date and estimated completion date: _____

Fee, currency and tax treatment: _____

Invoice schedule and payment due date: _____

Primary project contacts: _____

Statement of Work attached? (yes/no): _____

3. SERVICES AND DELIVERABLES

The Service Provider will perform the services described below and in any attached Statement of Work ("Services"):
1. _____
2. _____
3. _____
4. _____

Deliverables, formats, quantities, milestones, acceptance criteria, dependencies, and exclusions are: _____.
Work outside this scope requires a written change order approved by both parties.

4. TERM AND PROJECT SCHEDULE

This Agreement begins on the start date above and continues until completion or lawful termination. Key milestones and target dates are: _____. Dates dependent on Client feedback, materials, access, or approvals will be adjusted reasonably where those inputs are delayed.

Any renewal or ongoing service period must be confirmed in writing, including the updated scope and fees.

5. FEES, INVOICING AND EXPENSES

The Client will pay the fee stated above according to this schedule: _____. Invoices will be sent to _____ and are due within _____ days of issue.

Taxes, approved expenses, travel, third-party tools, and reimbursable costs will be handled as follows: _____.
The Service Provider must obtain written approval before incurring expenses outside the agreed budget.

Disputed invoice amounts must be identified in writing with reasonable detail. The Client will pay undisputed amounts by the due date. Late charges, if any, are: _____, subject to applicable law.

6. CLIENT RESPONSIBILITIES

The Client will provide accurate information, timely decisions, access, materials, credentials, and approvals reasonably required for the Services. The Client is responsible for ensuring that materials it supplies may lawfully be used for the project.

Client delays, incomplete instructions, or changes may affect schedule and cost. The Service Provider will notify the Client of material impacts and seek written approval before proceeding with additional chargeable work.

7. PROVIDER STANDARD AND PERSONNEL

The Service Provider will perform the Services with reasonable skill and care consistent with professional standards applicable to the work. The Service Provider may use qualified personnel or subcontractors while remaining responsible for its contractual obligations.

The Service Provider will comply with laws applicable to its performance and will maintain any licenses or insurance specifically listed here: _____.

8. REVIEW, REVISIONS AND ACCEPTANCE

The Client will review each deliverable within _____ business days after delivery and either accept it or provide a written list of material deficiencies against the agreed acceptance criteria. The Service Provider will correct confirmed deficiencies within a reasonable period.

Included revision rounds: _____. Requests that change the approved scope, brief, or acceptance criteria will be treated as additional work under a written change order.

9. CONFIDENTIALITY AND DATA

Each party will protect the other party's non-public business, technical, financial, customer, and project information using reasonable safeguards and will use it only to perform or receive the Services. Information already public, independently developed, or lawfully received without restriction is excluded.

Personal data, security requirements, retention, access controls, breach notices, and permitted processors are addressed here or in a separate data processing addendum: _____.

10. INTELLECTUAL PROPERTY AND PORTFOLIO

Ownership of final deliverables will transfer to the Client only upon full payment, to the extent such transfer is legally available and expressly intended here: _____. Pre-existing tools, methods, templates, software, know-how, and third-party materials remain owned by their respective owners.

License to any provider materials included in the deliverables: _____. Portfolio or public reference rights (if any): _____.

11. WARRANTIES, LIABILITY AND INDEMNITY

Each party warrants that it has authority to enter this Agreement. Except for express commitments stated here, no additional warranty is given to the extent permitted by law. Any service-specific warranty period and remedy: _____.

Liability cap, excluded losses, and exceptions (including fraud, willful misconduct, confidentiality, data protection, or indemnity obligations where appropriate) must be completed after legal review: _____. Each party is responsible for its own acts and omissions.

12. TERMINATION AND GENERAL TERMS

Either party may terminate for material breach if the breach is not cured within _____ days after written notice, or immediately where required or permitted by law. Either party may terminate for convenience with _____ days' notice, if selected: _____.

On termination, the Client will pay for Services properly performed and approved non-cancellable costs up to the effective date. The parties will return or securely delete confidential materials as required, subject to lawful retention.

This Agreement, its schedules, and signed change orders form the entire agreement. Amendments must be written and signed. Governing law: _____. Dispute process: _____. Notices will be sent to the addresses above.

SIGNATURES

By signing below, each party confirms that they have read this Agreement, understand its terms, and agree to be bound by it to the extent permitted by applicable law.

PARTY 1	PARTY 2
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Witness (if required): _____	Witness (if required): _____
Signature: _____	Signature: _____

Template notice: This sample is provided for general informational use. It is not legal advice and has not been reviewed for the laws of your jurisdiction. Laws and mandatory terms vary by location and transaction. Have a qualified local lawyer review and adapt it before use, especially for regulated, high-value, employment, lending, property, or construction matters.