# PROPOSAL KIT SAMPLE

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# SERVICES AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

### Recitals

- A. Company has experience and expertise in << Insert a description of the type of services you have experience in providing >>.
- B. Customer desires to have Company provide services for them.
- C. Company desires to provide services to Customer on the terms and conditions set forth herein (the "Services").

# Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

#### 1. Services Rendered.

Company agrees to render and be compensated for the Services according to the terms listed on Exhibit A attached hereto.

# 2. Scope of Work.

Company agrees to provide Services pursuant to the Scope of Work set forth in Exhibit B attached hereto (the "Scope of Work").

#### 3. Delivery of Services.

Company will use reasonable diligence in the rendering of the Services. Customer acknowledges, however, that any stated delivery deadline and the other payment milestones listed in Exhibit A are estimates and are not required delivery dates.

# 4. Ownership Rights.

Customer Initials \_\_\_\_\_ Company Initials \_\_\_\_\_

Customer shall retain all of its intellectual property rights in any text, images or other components it owns and transmits to Company for use in the Services. Customer shall hold the copyright for the agreed-upon version of the Services as delivered, and Customer's copyright notice may be displayed in the final version.

Company retains exclusive rights to pre-existing material it uses in Customer's project(s). Customer does not have right to reuse, resell or otherwise transfer material owned by Company or third parties. Company's materials shall be defined as set forth in Exhibit C, attached.

# 5. Compensation.

For all of Company's services under this Agreement, Customer shall compensate Company, in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Company have the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove or withhold services or deliverables, or (3) bring legal action.

# 6. Confidentiality.

Customer and Company acknowledge and agree that the Scope of Work and all other documents and information related to the development of the Services (the "Confidential Information") will constitute valuable trade secrets of Company. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Company's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public.

# 7. Limited Warranty and Limitation on Damages.

Company warrants the Services will conform to the Scope of Work. If the Services or Deliverables do not conform to the Scope of Work, Company shall be responsible to correct the Services or Deliverables without unreasonable delay, at Company's sole expense and without charge to Customer, to bring the Services or Deliverables into conformance with the Scope of Work. This warranty shall be the exclusive warranty available to Customer. Customer waives any other warranty, express or implied. Customer acknowledges that

# **DEMO CONTRACT**

This demo contract has been truncated. The complete 4 page editable version of this document is available in the Contract Pack template collections

https://www.proposalkit.com/htm/legal-contract-templates/general-workorder-contracts/general-generic-services-agreement-contract-template.htm

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project. This contract document is included in the <u>Proposal Kit Professional</u> and one or more <u>Contract Pack</u> products.

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