

MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into as of the

_____ day of _____ ,
20 _____ , by and between:

Service Provider: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Email: _____

Phone: _____

AND

Client: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Email: _____

Phone: _____

RECITALS

WHEREAS, the Service Provider is in the business of providing

_____ services; and

WHEREAS, the Client desires to engage the Service Provider to provide such services under the terms and conditions set forth herein;

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

1. DEFINITIONS

1.1 "Services" shall mean the services described in Exhibit A attached hereto and incorporated by reference.

1.2 "Agreement Term" shall mean the period commencing on the effective date and continuing until terminated as provided herein.

1.3 "Effective Date" shall mean the date on which this Agreement is fully executed by both parties.

1.4 "Confidential Information" shall mean any non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects.

2. SCOPE OF SERVICES

2.1 The Service Provider agrees to provide the Services to the Client as described in Exhibit A.

2.2 The Service Provider shall perform the Services in a professional and workmanlike manner in accordance with industry standards.

3. COMPENSATION

3.1 The Client shall pay the Service Provider the fees set forth in Exhibit B attached hereto and incorporated by reference.

3.2 All payments shall be made within thirty (30) days of receipt of an invoice from the Service Provider.

3.3 Late payments shall incur interest at a rate of _____ % per month.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party upon thirty (30) days written notice.

4.2 Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach.

4.3 Upon termination, the Client shall pay for all Services rendered and expenses incurred up to the date of termination.

5. GOVERNING LAW AND JURISDICTION

5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

5.2 Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

6. CONFIDENTIALITY

6.1 Each party agrees to maintain the confidentiality of the other party's Confidential Information and not to disclose it to any third party without the prior written consent of the disclosing party.

7. SEVERABILITY

7.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

8. ENTIRE AGREEMENT

8.1 This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

9. NOTICES

9.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by email, or three (3) days after being sent by certified mail, return receipt requested, to the addresses set forth above.

10. AMENDMENT

10.1 This Agreement may only be amended by a written agreement signed by both parties.

11. DEFAULT AND REMEDIES

11.1 In the event of a default by either party, the non-defaulting party may pursue any and all remedies available at law or in equity.

12. INDEMNIFICATION

12.1 Each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, arising out of or related to the performance of this Agreement.

13. FORCE MAJEURE

13.1 Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of God, war, terrorism, natural disasters, or governmental actions.

14. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Service Provider:

Signature: _____ Date: _____

Print Name: _____

Client:

Signature: _____ Date: _____

Print Name: _____

WITNESS:

Signature: _____ Date: _____

Print Name: _____

NOTARY PUBLIC:

Signature: _____ Date: _____

Print Name: _____

Commission Expiration Date: _____

EXHIBIT A - DESCRIPTION OF SERVICES

[Attach detailed description of services here]

EXHIBIT B - COMPENSATION

[Attach detailed compensation terms here]