

SERVICES CONTRACT

Between

Address

and

Client Name

Client

Address

This contract for services has been agreed upon by the parties named above according to the terms and conditions as referred to in the following pages of this document.

Contractor
Full Name
Title
Signature

Client
Full Name
Title
Signature

Date

SCOPE OF SERVICES

Define the scope of the services to be provided under the contract.

Include specific deliverables, milestones, timelines, delivery schedules, and any other specific requirements.

TERM AND TERMINATION

Outline the duration of the contract, including expected start and finish dates.

State the conditions under which either party can terminate the agreement. Include notice periods and any penalties for early termination.

PAYMENT TERMS

Specify the charges you are agreeing to for the provision of your services.

Include the total amount and whether your work is based on a fixed price basis or an hourly rate.

Detail any additional fees or costs that may be chargeable, as well as any applicable taxes, such as GST.

Specify your payment terms and conditions. For example, invoicing procedures, due dates for payment, payment methods accepted, penalties for late payment, discounts for early payment, and so on.

CONFIDENTIALITY AND NON-DISCLOSURE

Include clauses to protect sensitive and confidential information exchanged during the contract term.

Outline any obligations of both parties regarding confidentiality and non-disclosure of information to third parties.

State any data protection requirements.

INTELLECTUAL PROPERTY RIGHTS

Define the ownership rights to any intellectual property created or used during the provision of services.

Include any licensing requirements, restrictions, and confidentiality obligations.

WARRANTIES AND GUARANTEES

Define any warranties or guarantees regarding the quality of services, performance standards, or specific outcomes.

Include procedures for addressing guarantee or warranty claims.

LAWS AND REGULATIONS

Specify compliance requirements for regulations, industry standards, and legislation throughout the term of the contract.

INSURANCE REQUIREMENTS

If applicable, include clauses where certain types of insurance coverage are required of one or both parties, such as liability or professional indemnity insurance.

REASSIGNMENT AND SUBCONTRACTING

Specify whether either party can assign or subcontract any of their obligations under the contract, and under what conditions any subcontracting is permitted.

REASSIGNMENT AND SUBCONTRACTING

Consider whether you need to include non-compete, exclusivity and restraint of trade clauses in your contract as an independent contractor. These clauses are also often included in other contracts, such as employee contracts and contracts for the sale of a business. They are included to prevent a party from working or collaborating with any competitors after the contract ends for a specified period.

DISPUTE RESOLUTION PROCEDURES

Establish methods and procedures for resolving any disputes, such as negotiation, mediation, or arbitration. State clearly who is responsible for covering legal costs in the event of any disputes.

LIABILITY AND INDEMNIFICATION

Specify each party's liability limitations and indemnification obligations should there be any breaches, damages, or legal claims arising from the services provided.

CHANGES AND AMENDMENTS

Outline the process for making changes or amendments to the contract and any requirements for written consent from both parties.

SEVERABILITY

Include a severability clause that states if any other clause in the contract is found to be invalid or unenforceable, the remaining clauses in the contract will still be valid. A severability clause eliminates the need to create, agree to, and sign an entirely new contract should this happen.