

# SERVICE AGREEMENT

This Service Agreement (the "Agreement") is dated as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Contractor") and \_\_\_\_\_ ("Owner") (collectively the "Parties").

The Parties agree as follows:

**1. SERVICES:** The Contractor will perform the services described below:

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**2. TIME OF COMPLETION:** *(Mark the applicable provision):*

The services described above shall be commenced on or before \_\_\_\_\_, 20\_\_, and shall be substantially completed by \_\_\_\_\_, 20\_\_. Time is of the essence.

The services described above are ongoing, and shall be completed \_\_\_\_\_ *(e.g. weekly, bi-weekly, daily, etc.)*.

**3. PAYMENT:** *(Mark the applicable provision):*

The Owner shall pay the Contractor for the material and labor to be performed under the Agreement the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). *(This is more appropriate for a one-time project)*

The Owner shall pay the Contractor \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) per \_\_\_\_\_. *( e.g. week, month, per session, etc.--this is more appropriate for ongoing services)*

The payments shall be paid in the following manner:

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**4. Other Expenses:** The Owner shall reimburse the Contractor for the following expenses only: \_\_\_\_\_

\_\_\_\_\_

*(If none, write "none.")*

**5. General Provisions:**

(a) All work shall be completed in a workmanship like manner, and if applicable, in compliance with all building codes and other applicable laws.

(b) To the extent required by law all work shall be performed by individuals duly licenses and authorized by law to perform the work.

(c) Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

(d) In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.

(e) Contractor shall not be liable for any delay due to circumstance beyond its control.

(f) Contractor is an independent contractor and not an employee of Owner.

(g) Any changes to this document must be signed by both Contractor and Owner.

**OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (if applicable)

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (if applicable)