



**Continue**

**APPENDIX D**  
**SERVICE AGREEMENT**

**DIR-SDD-1061**

This Service Agreement ("Agreement"), dated as of this \_\_\_\_\_ day of \_\_\_\_\_ is made between \_\_\_\_\_ DIR Customer and Houston Communications Inc.(HCI) , 1105 Industrial Blvd. Sugar Land, TX 77478.

Pursuant to DIR Contract No. DIR-SDD-1061 and in consideration of the mutual covenants contained herein, the *DIR Customer* and Houston Communications Inc. hereby agree as follows:

1. **Provision and Purchase of the Service:** HCI will perform the services set forth in this document and made a part of this Agreement (the Service) in accordance with the terms and conditions of DIR Contract No. DIR-SDD-1061. The *DIR Customer* will purchase the Service from HCI. Unless otherwise agreed by the *DIR Customer* in writing, HCI will furnish all equipment, personnel, and ancillary services, and will also furnish and manage any inventory of supplies necessary to furnish the Service.
2. **Term:** This Agreement will commence upon signature of both parties involved and will continue until canceled as provided herein. Either party may cancel this Agreement at any time without penalty by giving the other party at least thirty (30) days prior written notice.
3. **Independent Contractor:** HCI will perform the Service as an independent Contractor for the *DIR Customer*, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between HCI and the *DIR Customer*. HCI will not represent itself to be an employee or agent of the *DIR Customer* or enter into any agreement on the *DIR Customer's* behalf of or in the *DIR Customer's* name. HCI will retain full control over the manner in which it performs the service and will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the *DIR Customer*.
4. **Compensation:** The *DIR Customer* will pay HCI for Services rendered in accordance with DIR Contract No. DIR-SDD-1061. HCI will submit and invoice to the *DIR Customer* for Services rendered and expenses incurred in accordance with Chapter 2251, Texas Government Code. Each invoice will describe, in detail and with respect to the relevant invoice period (a) the number of hours expended performing Services, the date, amount and description of any expenses incurred in carrying out the work.

**Education Service Center, Region 20**  
**2016-2017 Shared Services Agreement**  
**Title III, Part A LEP/IMMIGRANT**  
**English Language Acquisition, Language Enhancement,**  
**and Academic Achievement Act**

**School District:**

The Education Service Center, Region 20 (ESC-20) Limited English Proficient Recent Immigrant Shared Services Agreement is a consortium of districts and charter schools that combine Title III federal monies, using ESC-20 as the fiscal and administrative agent, to maximize funding through cooperative spending.

**ESC-20 will:**

- Assist in the review and analysis of district and campus data and plans that address client and student needs.
- Complete and submit the Title III application and amendments with in specified deadlines.
- Provide technical assistance in the completion of the annual Title III evaluation.
- Provide staff development that addresses client needs in the areas of language instruction, family literacy, assessment procedures and academic achievement.
- Assist in developing and implementing language instruction programs and academic content instruction programs.
- Provide support to districts to build internal capacity for systemic support of staff development efforts.
- Provide resources to assist districts in promoting parental and community participation in language instruction programs.
- Identify an ESC-20 staff member who will be the point of contact for Title III SSA member clients.
- Commit to providing high quality services to member clients.
- Provide financial accounting for Title III, Part A funds which includes, but is not limited to, ensuring all funds are expended in accordance with applicable laws and regulations for the funding source.
- Complete Title III, Part A compliance reports as mandated by guidelines. It is agreed and understood that the fiscal agent assumes no responsibility for a member LEA's failure to maintain its effort.
- Perform all budgeted and accountability responsibilities related to this agreement.

**Member LEAs will:**

- Assign the Title III, Part A allocation to the ESC-20 Title III, Part A Shared Services Agreement in the NCLB Consolidated Federal Grant Application.
- Identify a district staff who will be responsible for working with ESC-20 to disseminate information to designated district staff.
- Provide appropriate data for needs assessment.
- Provide parent notification: a) to parents of participating students if the LEA fails to meet Annual Measurable Achievement Objectives (AMAOs), b) within 30 days of beginning of school or within two weeks of identification to parents of students identified for participation in Title III, Part A Program.
- Participate in planning the goals and objectives established by the consortium.
- Provide information related to private school participation in the district.

# Event Photography Contract / Agreement



Photographer Details (hereafter referred to as the "Photographer")

Name: _____	Address: _____
Phone: _____	_____
Mobile: _____	City: _____ State/Region: _____
Email: _____	Country: _____ Postcode: _____

Event Representative Responsible for Hiring and Billing (hereafter referred to as the "Client")

Name: _____	Billing/Invoicing Address: _____
Company Name: _____	_____
Phone Number: _____	_____
Mobile Number: _____	City: _____ State/Region: _____
Email Address: _____	Country: _____ Postcode: _____

Event Details (hereafter referred to as the "Event")

Name of Event: _____	Photography Start Time: _____ AM / PM
Event Date/Time: _____	Photography End Time: _____ AM / PM
Event Location/Address: _____	Additional Information: _____
_____	_____
Event Type: _____	_____
On-site Event Contact: _____	Sole Photographer at this Event? <input type="checkbox"/> YES <input type="checkbox"/> NO

Event Package Details (hereafter referred to as the "Event Package")

<b>Package Inclusions (Tick):</b> <input type="checkbox"/> ___ Hrs Photography <input type="checkbox"/> ___ Lo-Res Photo Disc <input type="checkbox"/> ___ Hrs Retouching <input type="checkbox"/> ___ Hi-Res Photo Disc <input type="checkbox"/> Online Photo Gallery <input type="checkbox"/> ___ DVD Slideshow Disc <b>Photography Prints/Other Items:</b> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <b>Additions/Exclusions:</b> <input type="checkbox"/> Extra Photography Time \$ _____ per 1/2 hour <input type="checkbox"/> Extra Travel/Other Time \$ _____ per 1/2 hour <input type="checkbox"/> _____ \$ _____	<b>Package Summary:</b> Photography Fee: \$ _____ Photo Retouching Fee: \$ _____ Travel Fee: \$ _____ _____ \$ _____ _____ \$ _____ Subtotal: \$ _____ TAX/VAT/GST: \$ _____ <b>Total Amount:</b> \$ _____ <b>Reservation Deposit:</b> \$ _____ <b>Outstanding Balance:</b> \$ _____ <b>Outstanding Balance Due:</b> _____
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Flat River Community Library  
Irrigation Proposal - 2017

Contractor Name:  
Address:  
Phone:  
Contact Name:

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form.

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)		Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)		Per Hour
Assess performance of system and adjust time. (Two times per month)		Per Visit
Deactivate irrigation system and blow lines. (Fall)		Per Task
Hourly rate for any services not listed above.		Per Hour

**Comments or Clarifications:** Provide any clarifications to the bid that would be necessary to clarify or interpret the bid. If necessary, attach additional information on company letterhead.

\_\_\_\_\_ Proof of liability insurance is included. (Initial)  
 \_\_\_\_\_ Three references are included. (Initial)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



- (3) The Contractor shall be responsible for the security, maintenance, repair and replacement<sup>7</sup> of all Equipment used by the Contractor in connection with the provision of the Service and the Contracting Authority shall be under no liability in respect thereof.

## 20 Force Majeure

- (1) A Force Majeure Event shall mean an event beyond the reasonable control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the said Party is unable to avoid, including without limiting the generality of the foregoing, war (declared or undeclared), insurrection, acts of terrorism, natural and physical disasters, maritime disasters, nationalization, confiscation or requisitioning under order of the Government, boycotts or strikes other than strikes limited to the workforce of, or provided by, the Contractor and/or Subcontractors.
- (2) A Force Majeure Event shall not include the following:
- breakdown of any item of Equipment used by the Contractor or any Subcontractor;
  - contractual commitment made by the Contractor or any Subcontractor to third parties which limits the ability of the Contractor or any Subcontractor to perform the Services;
  - inclement weather.
- (2) Should either Party be delayed in performing the Contract by a Force Majeure Event, that Party shall notify the other Party immediately giving the full particulars thereof, shall use its best efforts to remedy the situation as soon as possible and shall notify the other Party of the steps being taken to remedy the situation.
- (3) The affected Party issuing a notice under clause 20(2) shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant Force Majeure Event continues and to the extent that that Party's performance is prevented, hindered or delayed.
- (4) The Party or Parties affected by the Force Majeure Event shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract.
- (5) Should the Contractor be delayed in the performance of the Services by an event which the Contractor considers is a Force Majeure Event and the Contractor is unable to avoid or prevent such delay by any reasonable effort, within 7 (seven) days of such event the Contractor shall request in writing that the Contracting Authority initiate the procedure for a Variation. If the Contracting Authority agrees that the event is a Force Majeure Event, then, as soon as practicable the Contracting Authority shall authorise a Variation. Such Variation shall also reimburse the Contractor for such extra costs as the Contractor unavoidably incurs by reason of such Force Majeure Event, to the extent that the Contractor cannot reduce or mitigate them by exercising best endeavours to do so.

## 21 Responsibility for the Services

- (1) The Contractor shall perform the Services in accordance with the Performance Specifications and the Contract and with all due diligence and care and shall ensure that the Services and facilities, materials and Equipment used to produce or incorporated into the Services shall be fit for their intended purpose and of good quality and workmanship.

<sup>7</sup> Note to Government – it may in some cases be appropriate for Government to take risk of maintenance and repair of Contracting Authority Equipment

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## Contract for services template

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Prepared for: [Customer.FirstName][Customer.LastName] Prepared by: [Contractor.FirstName][Contractor.LastName] This SERVICE CONTRACT (this "Agreement" or this "Service Contract"), effective as of date, is made and entered into by and between [Customer.FirstName][Customer.LastName], a company organized and existing in state, with offices located at address (hereinafter the "Customer"), and [Contractor.FirstName][Contractor.LastName], a state company, with a registered address located at address (hereinafter the "Contractor"). Whereas, Contractor and Customer desire to enter into a relationship in which Contractor will provide description of services. Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, intending to be legally bound, do hereby agree as follows: This Service Contract Template assumes a pure labor based contract with certain software involved. Any software related terms may be deleted if not applicable. As always, consult your lawyer prior to any use of a template, since circumstance may dictate different contract language. For purposes of this Agreement, the following terms shall have the following meanings: a. "Services" means any and all services specified in the Statement of Work (as defined below). b. "Deliverables" means any tangible property, including software media, delivered to Customer under this Service Contract, as specified in the Statement of Work. c. "Project" means the combination of Services and Deliverables to be provided under this Agreement. Contractor shall perform and deliver the Project as set forth in the Statement of Work issued against and subject to the terms and conditions of this Agreement. The work which Contractor shall perform shall be specified in the Statement of Work attached hereto as Attachment A-which will be written under the terms and conditions of this Agreement. The Statement of Work shall specify: (i) description of Services and Deliverables, (ii) schedule for Deliverables, and (iii) price and payment schedule. The term of this Agreement shall commence on date, and shall continue thereafter until terminated in writing by one of the parties, or as provided in Section 11 below. a. Price. Projects will be performed on a firm fixed price basis or a time and materials basis, as indicated in the applicable Statement of Work. Any additional or unscheduled Services or Deliverables to be provided by Contractor outside of the Statement of Work must be mutually agreed upon in writing signed by both parties hereto referencing this Agreement. b. Taxes. The Project Price does not include and Customer is responsible for all taxes (except taxes on Contractor's income) tariffs, and any similar charges imposed upon or related to the Services or Deliverables or their delivery or use. c. Payment schedule. Customer will receive invoices based upon the billing/payment schedule contained in the applicable Statement of Work. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable within number days of Contractor's invoice date. Interest may be charged on all amounts unpaid after number days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter. d. Title and security interest. Contractor reserves a purchase money security interest in each Deliverable until payment of the Project Price is received. Customer agrees to sign, upon request, any documents necessary to protect Contractor's security interest in all Deliverables. Except for commercial off-the-shelf type products where the license for such products is contained in the applicable Statement of Work, Customer shall have exclusive unlimited ownership rights to all deliverables developed under this Agreement. All of the foregoing shall be deemed to be work made for hire, except as hereafter specified, and belong to Customer, with Customer having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. Customer acknowledges that Contractor uses, or may develop hereunder, methods, concepts, code sequences, format, sequence structure, organization, menu command hierarchy, templates, masks, user interface techniques, program organization, database structuring techniques, and the like (Contractor proprietary items) that are proprietary to Contractor. It is agreed that these Contractor proprietary items shall remain the sole and exclusive property of Contractor. Contractor grants Customer a perpetual, non-exclusive, paid-up license to use Contractor proprietary items subject to the following: a. Customer may use Contractor proprietary items solely in connection with the products purchased hereunder, for the purpose for which those products were originally purchased. b. Customer may not transfer, sell, or otherwise dispose of any Contractor proprietary items without the prior written consent of Contractor. c. This license gives no title or ownership rights in Contractor proprietary items or related intellectual property to Customer. d. If software source code is delivered to Customer under this license, Customer agrees to keep the source code strictly confidential in accordance with Section 13 below. If software object code is delivered, Customer will not copy or modify the software or subject the software to any process intended to create computer source code from Contractor proprietary items. e. Customer agrees to retain or reproduce on all copies of any Contractor proprietary items all copyright notices and other proprietary legends and all trademarks or service marks of Contractor or any third party. f. Customer will have no rights to assign or sell the license granted herein to others. g. If Customer orders any commercial off-the-shelf type products, a separate licensing agreement shall be negotiated and shall become part of the applicable Statement of Work. h. Customer grants Contractor a perpetual non-exclusive, paid-up license to use all portions of the deliverables first developed by Contractor during the performance of this Agreement, not to include content or any material provided to Contractor by Customer. The Deliverables, if any, shall be deemed accepted by Customer upon completion of the following acceptance tests: a. Immediately upon receipt of said Deliverables, Customer shall promptly perform testing of the Deliverables to confirm that the Deliverables perform in accordance with the documentation or other standards applicable thereto as set forth in the Statement of Work. b. Customer shall either promptly provide Contractor with written acceptance of the Deliverables, or deliver to Contractor a detailed written statement of nonconformities to be corrected prior to Customer's acceptance of the Deliverables. Unless otherwise agreed to in writing by the parties, Contractor will redeliver corrected Deliverables to Customer within a reasonable amount of time after receipt of such statement of nonconformities. c. Following redelivery of corrected Deliverables, a new acceptance test shall be immediately commenced by Customer. Any such written statement of nonconformities shall provide sufficient detail to enable Contractor to remedy the failure to conform to the Completion Criteria. If Customer fails to provide a written acceptance or a written statement of nonconformities within five (5) days of initial receipt of said Deliverables or such other mutually acceptable period as defined in the applicable Statement of Work, or within five (5) days of re-delivery of said corrected Deliverables or such other mutually acceptable period, the Deliverables shall be deemed immediately accepted by Customer. a. Contractor warrants deliverable functionality substantially as defined in the Statement of Work for a period of number days following final delivery. b. Contractor warrants that with respect to any Deliverable assigned by Contractor to Customer that Contractor has the right to transfer title to Customer. c. Contractor further warrants that to its knowledge the Deliverables do not infringe any intellectual property right held by a third party. d. Customer's sole and exclusive remedy and Contractor's only obligation for breach of the warranty hereunder will be, at Contractor's option, to correct any material errors in provision of Services or to replace or repair Deliverables which do not conform to the warranty. In order for Customer to exercise this remedy, Customer must give Contractor written notice of such nonconformity within the warranty period, and Contractor must determine that any nonconformity did not arise due to any cause specified below. Contractor shall be given free and full access to deliverables to make corrections, and Customer shall promptly inform Contractor of any changes in the location of Deliverables during the warranty period. If this remedy is adjudged to have failed of its essential purpose, Contractor's total liability will be to refund the price paid to Contractor by Customer for the nonconforming Deliverables. The remedy provided by Contractor for breach of warranty does not include the following, which may be provided, at Contractor's sole option, at Contractor's then-current time and materials rates: i. Repair of damage to Deliverables caused by Customer during unpacking. ii. Repair of damage caused by events beyond Contractor's reasonable control. iii. Repair of damage caused by Customer's improper installation, relocation, or rearrangement of Deliverables. e. Except for the warranties stated in this Section, Contractor DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND DELIVERABLES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST NON-INFRINGEMENT. Contractor expressly does not warrant that the operation of Deliverables which are software shall be uninterrupted or error-free; or that Deliverables will operate on any system, or with any software, other than the system with which the Contractor tested such Deliverables. Contractor does not warrant any third-party software development tools. Contractor specifically does not warrant the accuracy of any technical or subject matter content of the courseware or software that is based upon information or direction provided by Customer. The total liability of Contractor to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the Project price paid to Contractor for those Services and Deliverables in a Project that are the subject of Customer's claim. In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables. Time for Claims. All claims against Contractor must be brought within one (1) year after the cause of action arises and Customer waives any statute of limitations which might apply by operation of law or otherwise. Customer shall defend, indemnify, and save Contractor harmless, at Customer's own expense, against any action or suit brought for any loss, damage, expense or liability that may result by reason of an infringement of any patent, trademark, copyright, or trade secret based upon the normal and intended use of the Deliverables furnished to Contractor hereunder. Should any of the Deliverables furnished to Contractor hereunder become the subject of a claim of any infringement of a patent, trademark, copyright, or trade secret, Customer shall, at its option and expense, deliver non-infringing material, modify the material so that it becomes non-infringing, or procure for Contractor the right to continue using Customer's infringing material. Customer agrees to indemnify and hold Contractor harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with Customer's use of the Deliverables. Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay. Termination of Project. Customer reserves the right to terminate a Project in whole or in part, upon number days written notice to Contractor. In the event the Project is terminated by Customer prior to completion, Contractor shall use its best efforts to conclude or transfer the Project, as directed by Customer, as expeditiously as possible. Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Project after receiving such notice of termination from Customer, except as mutually agreed upon by the parties. In the event of termination of a Project as described above, Contractor shall be entitled to compensation as follows: b. Reimbursement for any non-cancelable services and commitments entered into by Contractor, in connection with the Project being terminated, provided Contractor provides Customer with documentation of completion of work or expenses incurred. Termination of the Project shall not affect either party's obligations in connection with any other ongoing Projects and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect. Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within number days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default. If Customer's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and Customer will mutually agree to one of the following remedies: a. Contractor will use reasonable efforts to continue performance as practicable under the circumstances and Customer will continue to make all scheduled payments; or b. Contractor will re-assign personnel to extend Contractor's work schedule without liability, and Customer will pay all additional costs, if any. Notwithstanding the above, Contractor shall have the right to invoice Customer for any work performed to date of suspension. Contractor and Customer acknowledge that during the course of the performance of a Project, information of a confidential nature may be disclosed between the parties. Such information, excluding the Deliverables and any other information incident to the Deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("Confidential Information"). Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party's benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each party agrees to take all steps reasonable to protect the other's Confidential Information from unauthorized use and/or disclosure. The parties agree not to copy in whole or in part, any Confidential Information nor modify the same in any way without prior written consent from the other party. Neither party will be liable to the other for the disclosure of Confidential Information if, as shown by clear and convincing evidence, the Confidential Information: (a) is generally known to the public at the time of disclosure by the disclosing party; or (b) becomes generally known to the public through no fault of the receiving party; or (c) was lawfully in the possession of the receiving party prior to signing this Agreement; or (d) is subject to applicable United States laws or a valid court order requiring disclosure of such Confidential Information. In any judicial proceeding, it will be presumed that the Confidential Information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the Confidential Information was publicly or rightfully known or disclosed. Contractor may use Customer's name or mark and identify Customer as a client of Contractor, on Contractor's website and/or marketing materials. Contractor may issue a press release, containing Customer's name, related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval. Any approval required under this Section shall not be unreasonably withheld or delayed by either party. By now you may have realized that this is drafted in favor of the Contractor. One thing a Contractor will surely want, is the ability to speak of clients it has done work for. That is precisely what this clause is intended for. Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees. Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Customer's materials. a. This Service Contract shall be deemed to have been made, executed and delivered in the State of state and shall be construed in accordance with the laws of the State of state. b. Notices. Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery, or telecopy to the attention of the other party at the addresses of the parties as first set forth above. c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein. This Agreement may not be assigned by Contractor without Contractor's consent. d. Entire agreement. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written. e. Counterparts. The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement. In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below: [Contractor.FirstName][Contractor.LastName] MM / DD / YYYY Signature [Customer.FirstName][Customer.LastName] MM / DD / YYYY Signature THIS STATEMENT OF WORK (this "Statement of Work") is entered into by and between [Customer.FirstName][Customer.LastName] and [Contractor.FirstName][Contractor.LastName] pursuant to the Service Contract entered into by the parties as of date. Provide a detailed description of the work to be performed. Use lots of "shalls", "wills" and "musts" and although these will be obligations of the Contractor primarily, you may want to expand on any Customer obligations here too. Look at what you're delivering. When is it due? Do you want to provide a firm date, or estimated dates to allow the Contractor more flexibility? Customer shall pay the following fees and expenses: Travel expenses are not included in the fixed price and will be invoiced at actual cost. Other direct costs such as description of other direct costs are not included in the fixed price and will be invoiced at actual cost plus administrative burden. The fixed price set forth above does not include sales or use tax which, if applicable, will be invoiced as a separate item. Invoices shall be mailed to the following address: [Customer.StreetAddress] [Customer.City][Customer.State][Customer.PostalCode] A Service Agreement, also sometimes called a General Services Agreement, is a document between a service provider and a client. In a Service Agreement, the service provider agrees to provide certain services - these can be any type of services, from small, individual-oriented services like dog walking to larger, more professional services like freelance accounting - to a client. Within these agreements, the service provider and client outline their expectations for behavior and agree to the bounds of the relationship between them. In a Service Agreement, the most important details of the parties' relationship will be entered: things such as a description of the services, as well as pricing information, and how the client is expected to pay. A good Service Agreement will also have both parties covered in case anything goes wrong: clauses such as dispute resolution and governing law should be included. How to use this document This document can be used for a service provider getting ready to enter into a new relationship with a client, or for a client preparing to hire a new service provider. In this document, the form filler will be able to enter pertinent identifying details, such as whether the parties are individuals or businesses, and their respective addresses and contact information. The form filler will also input the most important characteristics of the agreement between the parties, like duration for the work (if it should continue indefinitely until the service is complete or end at a date certain), fee information, and of course, what exactly the services being provided are. Here, several specifications can be chosen for how the agreement should be formed, including things like limitation of liability. This Service Agreement will help outline the expectations of both parties before the work actually begins. When this agreement is filled out, it should be printed, signed by both parties, and a copy should be kept with each. Applicable law Service agreements in the United States are subject to both Federal laws and specific state laws, which cover general contract principles like formation and mutual understanding. Federal laws may restrict what services can be contracted for (for example, no one may not contract for anything illegal) and certain broad categories, like contracting for something that looks more like an employment relationship, but individual state laws may govern the interpretation of the contract in case of a dispute. How to modify the template You fill out a form. The document is created before your eyes as you respond to the questions. At the end, you receive it in Word and PDF formats. You can modify it and reuse it.