

PERFORMANCE AGREEMENT TEMPLATE

Parties: _____

1. Engagement and Scope:

The Client hereby engages the Service Provider, and the Service Provider accepts such engagement, to perform the services detailed herein and in any attached exhibits ("Services") in accordance with the terms and conditions of this Agreement.

2. Term:

This Agreement shall commence upon execution and continue until completion of the Services or termination pursuant to Section 9.

3. Compensation:

The Client shall pay the Service Provider the fees specified in Exhibit A attached hereto. Payments shall be made within thirty (30) days of receipt of invoice unless otherwise agreed in writing.

4. Performance Standards:

The Service Provider shall perform the Services with the highest professional standards, in a timely and diligent manner, consistent with industry best practices.

5. Confidentiality:

Each party agrees to maintain in confidence all proprietary or confidential information received from the other party and to use such information solely for purposes of performing obligations under this Agreement.

6. Intellectual Property:

All intellectual property rights in materials developed by the Service Provider in connection with the Services shall be owned by the Client upon full payment, except as otherwise agreed in writing.

7. Warranties and Representations:

The Service Provider represents and warrants that it has the full right and authority to enter into this Agreement and that the Services will be performed in a professional and workmanlike manner.

8. Limitation of Liability:

To the maximum extent permitted by law, neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.

9. Termination:

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

10. Independent Contractor:

The Service Provider is an independent contractor and not an employee, agent, or partner of the Client. Nothing in this Agreement shall be construed to create a joint venture or partnership.

11. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

12. Entire Agreement:

This Agreement, including any exhibits or attachments, constitutes the entire agreement between the parties relating to the Services and supersedes all prior or contemporaneous communications, proposals, and agreements, whether oral or written.

13. Amendments:

No modification or amendment to this Agreement shall be effective unless in writing and signed by both parties.

14. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered by hand, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth by the parties.

15. Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, government action, fire, flood, or war.

16. Severability:

If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

17. Waiver:

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right.

18. Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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