

# PERSONAL SERVICE AGREEMENT

Parties: \_\_\_\_\_

## Service Provider Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Client Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Service Details:

Description of Services: \_\_\_\_\_

Service Location: \_\_\_\_\_

Term of Agreement: \_\_\_\_\_

## Payment Terms:

Compensation Amount: \_\_\_\_\_ USD

Payment Schedule and Method: \_\_\_\_\_

## Clause 1 – Scope of Services

Service Provider agrees to perform the services described above for Client in a professional and workmanlike manner consistent with industry standards.

## Clause 2 – Term

This Agreement shall commence on the date of the last signature below and continue until the completion of the services or termination as provided herein.

## Clause 3 – Payment

Client agrees to pay Service Provider the compensation described above according to the payment schedule. Late payments may incur interest at the maximum rate permitted by law.

## Clause 4 – Independent Contractor

Service Provider is an independent contractor and shall not be considered an employee, agent, or partner of Client for any purpose.

## Clause 5 – Confidentiality

Each party agrees to keep confidential any proprietary or confidential information disclosed during the term of this Agreement and not to use such information except as necessary to perform obligations under this Agreement.

## Clause 6 – Intellectual Property

Unless otherwise agreed in writing, any intellectual property created by Service Provider in connection with the services

shall be the sole property of Client.

**Clause 7 – Termination**

Either party may terminate this Agreement upon \_\_\_\_ days' written notice to the other party. Upon termination, Client shall pay Service Provider for all services performed through the date of termination.

**Clause 8 – Warranties and Disclaimers**

Service Provider warrants that services will be performed in a professional manner. EXCEPT AS EXPRESSLY PROVIDED, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

**Clause 9 – Limitation of Liability**

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising under this Agreement, except for gross negligence or willful misconduct.

**Clause 10 – Indemnification**

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising from their own negligence or breach of this Agreement.

**Clause 11 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Any disputes shall be resolved in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 12 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by both parties.

**Clause 13 – Notices**

All notices under this Agreement shall be in writing and deemed given when delivered personally, by certified mail, overnight courier, or email with confirmation.

**Clause 14 – Force Majeure**

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including acts of God, government restrictions, or other emergencies.

**Clause 15 – Severability**

If any provision of this Agreement is held unenforceable, the remainder shall remain in full force and effect.

**Clause 16 – Waiver**

Failure to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision.

**Clause 17 – Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts and by electronic signature, all of which together shall constitute one instrument.

**SERVICE PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

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

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

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