



The Legal Bits

This contract is as anti-legal-gibberish as possible so have a good read through and make sure you're happy with everything. Then simply sign, send back and we will begin!

 (+1) 234-456-7890

 lorem@projectpack.com

 projectpack.com

THIS MASTER SERVICES AGREEMENT (“Agreement”) dated the ____ day of _____, 20__ (“Effective Date”), is made by and between YOUR COMPANY LLC, a corporation organized and existing under the laws of the Commonwealth of Virginia and having a principal address at 123 Main Street, Anywhere, USA 12345 (“Agency”), and _____, a _____ organized and existing under the laws of the State of _____ and having a principal address at _____ (“Client”), who agree as follows:

RECITALS

- A. Agency is a consulting firm;
- B. Client desires to engage Agency to implement solutions for use in its business on the terms and conditions set forth herein, and Agency desires to provide such development service to Client; and
- C. Agency and Client agree that this Agreement shall govern all current and future service Consultant provides to Client.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein and other valuable consideration, the parties agree as follows:

1. SERVICES

Agency agrees to perform services for Client as described in one or more Statements of Work. Any conflict or inconsistency between the provisions of this Agreement and any executed Statement of Work shall be resolved by giving precedence to the executed Statement of Work under which the services are to be performed and then to this Agreement.

2. COMPENSATION FOR SERVICES

In consideration for Agency's Services, Client shall pay Agency as set forth in any applicable Statement of Work. In addition, Client shall reimburse Agency for all reasonable and documented out-of-pocket expenses incurred by Agency, its employees, agents and subcontractors, in performing the Services.

Agency will send Client periodic statements for fees and expenses incurred. All fees and expenses incurred shall first be paid from the Retainer Amount. Client will pay Agency's statement for fees and expenses incurred within thirty (30) days after each statement's date.

Client agrees to pay interest at the rate of 1.5% per month (18% per annum) on any balance unpaid after thirty (30) days from the statement's date. Failure to pay any statement after thirty (30) days from the statement date shall be, at the sole discretion of Agency, cause for termination of this Agreement.

3. RETAINER

Client agrees to deposit the sum of the amount specified on the Statement or Work prior to commencement of any Services rendered to Client by Agency.

4. TERM

This Agreement shall be effective as of the date hereof, and shall terminate on the completion of all Services to the mutual satisfaction of the parties; Client's obligation to make the payments required by paragraph 2 above shall survive the termination of this Agreement until paid in full or otherwise mutually agreed to by the parties in writing. Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other, provided that if Client terminates this Agreement before the completion of Services hereunder.

5. CONTACT PERSONS

The parties hereby designate the individuals listed on the applicable Statement of Work as their respective Contact Persons. To the fullest extent possible, communication regarding the Services shall be channeled through the Contact Persons.

In the event that communication through the Contact Persons is not possible or practical, communication regarding the Services shall be channeled through the Project Team Members as defined in the Statement of Work, the roster of which is subject to change at any time.

6. COOPERATION OF CLIENT

The Services described in the Agreement are based on information provided by the Client. Client undertakes that all documents, information and data necessary for Agency to perform the Services will be made available to Agency in a timely fashion. Client will make available such employees of its organization as are necessary to assist Agency in fulfilling its obligations under this Agreement. Ordering of third party services, if any, will be effected by Client in consultation with Agency.

Client undertakes the adequate and timely introduction of Agency employees and agents within Client's organization and, if required by law, will obtain all necessary approvals of the applicable governing body in connection with the performance of Services. In case any or all of the above conditions are not complied with, not complied with properly or not timely complied with, or if Agency has to interrupt Services for reasons not attributable to Agency's negligence or willful misconduct, the period of completion set forth in the Agreement shall be automatically extended for such additional time as shall be necessary to perform the Services, and any and all additional costs resulting therefrom shall be the responsibility of Client.

7. AGENCY'S PERSONNEL

Unless otherwise stated in the applicable Statement of Work, Agency shall have sole discretion over the identity of its personnel used to provide the services; provided, that Agency shall ensure that Services will be performed only by reliable, adequately trained, experienced and skilled personnel in sufficient number and within the timetable set forth in this Agreement. Where specific personnel are specified in an applicable Statement of Work, Agency shall use reasonable efforts to provide the Services using those personnel; provided, that Agency is entitled to replace such personnel with personnel of equivalent qualification and experience at any time.

8. SOLICITATION OF PERSONNEL

Neither Client nor Agency shall solicit, approach, or hire any of the other's employees, agents or subcontractors for the purpose of employment or any form of outside work so long as this Agreement, and any applicable Statement of Work are in effect and for a period of one (1) year thereafter, except with written consent of the other party.

9. NON-EXCLUSIVITY

Client agrees that Agency's personnel providing Services to Client under this Agreement may perform similar services from time to time for other persons, firms or entities, and this Agreement shall not prevent Agency from using such personnel for the performance of such similar services for such other persons, firms or entities. Agency recognizes that Client may engage other consultants to perform similar services from time to time, and this Agreement shall not prevent Client from using such consultants.

10. PROGRESS REPORTS

Agency will submit interim progress reports at such times and in such reasonable detail as Client may reasonably request.

11. CONFIDENTIAL INFORMATION

Each of Client and Agency (the “Receiving Party”) shall hold in trust for the other party hereto (the “Disclosing Party”), and shall not disclose to any person, firm or entity other than the Receiving Party’s employees and agents who have a need to know such information in order to perform the Services and shall not use in any way detrimental to the Disclosing Party any confidential or proprietary information of the Disclosing Party (“Confidential Information”).

Without limiting the generality of the foregoing, “Confidential Information” includes any and all information relating to the Disclosing Party’s products, services, research, development, trade secrets, marketing and business plans, strategies, customers, management and personnel, but does not include information in the public domain other than by reason of a breach of these general terms and conditions.

In the event the Receiving Party receives a subpoena or court order to disclose any Confidential Information, the Receiving Party shall deliver prompt written notice to the Disclosing Party and shall cooperate with the Disclosing Party’s attempts to obtain a protective order or other similar protection for the Confidential Information. This provision shall survive any termination of the Agreement for a period of two (2) years.

12. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between Client and Agency or its employees, agents or subcontractors. Agency, its employees, agents and subcontractors shall be deemed to be at all times independent contractors of Client. Neither Agency nor any of its employees, agents or subcontractors shall represent that it or they are employees of Client.

It is Agency's sole obligation to report as income all compensation received from Client pursuant to this Agreement. Agency further agrees that Client shall not be obligated to pay withholding taxes, social security, unemployment taxes, disability insurance premiums, or similar items, in connection with any payments made to Agency pursuant to the terms of this Agreement.

13. OWNERSHIP OF WORK PRODUCT

All software code, plans, diagrams, models and other work product created or developed by Agency in the course of performing Services hereunder ("Work Product"), and all intellectual property rights thereto, are the sole and exclusive property of the Client upon payment for work rendered. However, certain work which is not specific to the business of the Client, that is deliverables which don't specifically relate to the tasks at hand, are owned by the Agency yet given perpetual license to the Client.

14. REPRESENTATIONS AND WARRANTIES

1. IN GENERAL. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WHEN OTHERWISE STATED IN WRITING THE MATERIALS PRODUCED UNDER THE TERMS OF THIS AGREEMENT ARE PROVIDED TO CLIENT "AS IS," THAT IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT RESTS SOLELY WITH THE CLIENT. SHOULD THE SOFTWARE OR PROGRAM PROVE DEFECTIVE, CLIENT SOLELY ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR

CORRECTION, INCLUDING WITHOUT LIMITATION ANY "DEBUGGING." EXCEPT AS OTHERWISE STATED BELOW, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES RELATED TO INFORMATION OR BUSINESS ADVICE PROVIDED, WARRANTIES RELATED TO OUTCOMES BASED ON INFORMATION OR ADVICE PROVIDED, WARRANTIES OF MERCHANTABILITY OR MERCANTILE QUALITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES OR CONDITIONS ARISING BY STATUTE OR OTHERWISE IN LAW, OR WARRANTIES OF ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTY VENDORS.

2. AUTHORITY; NO CONFLICT. Each party warrants that it is authorized to enter into this Agreement and to perform its obligations hereunder, and that its performance hereunder shall not conflict with, limit or be contrary to any other agreement.

3. PROFESSIONAL SERVICE. Agency warrants that it will perform all Services under this Agreement with the degree of care and skill ordinarily exercised by members of Agency's profession.

4. NO INFRINGEMENT. The parties represent and warrant that their disclosure and delivery of any code, information, documents, software or any other materials, and use thereof, as contemplated by this Agreement, will not knowingly infringe or violate any proprietary right of any third party, including, but not limited to: any copyright, patent or trade secret.

5. NON-INTERFERENCE WITH BUSINESS. The parties represent and warrant that during the term of this Agreement and for one-year immediately following termination of this Agreement, the

parties agree not to directly or indirectly compete or interfere with each other's business in any manner. Additionally, and without limiting the foregoing, during the term of this Agreement and for a period of one year thereafter, Agency and Client agree not to, directly or indirectly solicit or induce or attempt to persuade any employee, independent contractor, vendor, supplier, outsourced third-party or director of the other to terminate an employment, contractual or other relationship, or to enter into a relationship with the other party, or into any business organization in the other party may be directly or indirectly involved. The term "enter into a relationship" shall include, but not be limited to, acting as a paid or unpaid director, officer, agent, employee of, or consultant to, or acting or participating as owner, partner, manager, member, or share- holder. During and for one year immediately following termination of this Agreement, Agency and Client further agree not to (a) directly or indirectly contact any person or entity disclosed by one party to the other for the purpose of taking advantage of a business opportunity, (b) otherwise circumvent a relationship with or establish a relationship with a party with whom the other party already has a relationship or foreseeable relationship with, or (c) seek to establish any rights, including but not limited to intellectual property rights, anywhere in the world in conflict with the other party's pre-existing, herein established, or hereafter established intellectual or other property or proprietary rights.

15. LIMITATION OF LIABILITY

THE PARTIES AGREE THAT NEITHER PARTY'S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER, REGARDLESS OF THE

FORM OF ACTION, WILL EXCEED THE FEES PAID OR TO BE PAID BY CLIENT PURSUANT TO AN APPLICABLE STATEMENT OF WORK UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF USE OF ANY SOFTWARE OR HARDWARE, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST DATA, LOST PROFITS OR REVENUE, OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PERSON, ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ADVISED OF THIS POSSIBILITY.

16. NOTICES

Except as otherwise stated in this Agreement, any notice or communication required or permitted to be given under this Agreement must be in writing, and shall be deemed given by the sending party and received by the receiving party when such notice or communication is hand delivered or, if earlier, five (5) days after such notice or communication is posted in the certified mail of the United States, postage prepaid, return receipt requested, to the person and address designated below for the receiving party.

If to Agency, to: Your Name; Your Company, Inc.; Anywhere, USA

With a copy to: Your Law Firm; Anywhere, USA; Attn: Your Lawyer's Name, Esq. Fax: (XXX) XXX-XXXX

If to Client, to:

With a copy to:

17. ENTIRE AGREEMENT; MODIFICATION

This Agreement, the exhibits and schedules attached hereto, together contain the entire agreement between Agency and Client. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Agency by any of its employees, agents or subcontractors, or contained in any sales materials, consulting proposals or brochures, shall be deemed to bind the parties with respect to the subject matter of this Agreement. This Agreement can only be modified or amended by a written agreement executed by Agency and Client.

18. FORCE MAJEURE

In the event of “force majeure” (as defined below), Agency may terminate this Agreement without liability to Client, provided Agency refunds all amounts which Client has theretofore paid to Consultant for Services not fully performed.

For purposes of the Agreement, “force majeure” means circumstances or occurrences beyond Agency’s reasonable control, whether or not foreseeable at the time of signing this Agreement, in consequence of which Agency cannot reasonably be required to complete the Services or otherwise perform its obligations under this Agreement.

Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, and non-availability of any permits, licenses and/or authorizations required by governmental authority.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to

conflicts of law principles. Agency and Client irrevocably submit to the exclusive jurisdiction of any state or federal court sitting in the Commonwealth of Virginia over any suit, action, or proceeding arising out of or relating to this Agreement, the exhibits and schedules attached hereto (and each party agrees not to commence any action, suit or proceeding relating thereto, except in such courts).

Agency and Client each irrevocably waive, to the fullest extent permitted by law, any objection that such party may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action, or proceeding brought in any such court shall be conclusive and binding upon the parties hereto and may be enforced in any court in which a party is subject to jurisdiction by a suit upon such judgment provided that service of process is effected upon such party as permitted by applicable law.

20. PARTIAL INVALIDITY

If any provision of this Agreement is held to be unenforceable or contrary to public policy by any court of competent jurisdiction, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that the scope of such provision may be judicially modified accordingly such that the whole of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to applicable law.

21. WAIVER

No delay or omission by Agency or Client in exercising any right under

this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by Agency or Client on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

22. ASSIGNMENT; SUCCESSORS

The Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of any successor of Agency and Client, and any such successor shall be deemed substituted for the Agency or Client under the terms of this Agreement. The term successor as used herein shall include any person, firm, corporation or other business entity that at any time, by merger, purchase or otherwise, acquires substantially all of the assets or business of Agency or Client.

23. HEADINGS

Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

24. CONSTRUCTION

The language in all parts of this Agreement will be construed, in all cases, according to its fair meaning, and not for or against either party hereto. The parties acknowledge that each party and its or his counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

25. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures may be exchanged by telecopy, with original signatures to follow. Each of the parties hereto agrees that it will be bound by its own telecopied signature and that it accepts the telecopied signatures of the other party to this Agreement. The original signature pages shall be forwarded to Agency or its counsel and the Agency or its counsel will provide Client with a copy of the entire Agreement.

26. CONFIDENTIALITY OF AGREEMENT

Without Agency's prior written permission, Client shall not disclose payment rates, structure, arrangement details, any of the terms of this Agreement or any applicable Statement of Work to any one including, but not limited to, individuals, entities and government agencies.

[The remainder of this page is intentionally left blank. The next page is the signature page.]

IN WITNESS WHEREOF, this Agreement is executed by Agency and Client as of the date set forth above.

AGENCY:

Your company

By: Your name, President

CLIENT:

Title:

By:



If you have any questions about this contract, please don't hesitate to get in touch and we will happily go through it with you.

 (+1) 234-456-7890

 lorem@projectpack.com

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