

## SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into as of the \_\_\_\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Service Provider") and \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Buyer"). Each Service Provider and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**1. Services.** Service Provider agrees to provide and Buyer agrees to purchase the following services for the specific projects described below:

Description of Services	Number of Projects	Price per Project
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**2. Purchase Price.** Buyer will pay to Service Provider and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of \_\_\_\_\_.

Unless otherwise stated, \_\_\_\_\_ shall be responsible for all taxes in connection with the purchase of Services in this Agreement.

**3. Payment.** Payment for the Services will be by \_\_\_\_\_, according to the following schedule:

A. \_\_\_\_\_, until the purchase price has been paid in full.

**4. Delivery.** Seller shall ship the Goods to Buyer on or before \_\_\_\_\_ at the following address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Buyer will pay for any shipping costs.

**5. Risk of Loss.** Title to and risk of loss of the Goods shall pass to Buyer upon delivery of the Goods to Buyer in accordance with this Agreement.

**6. Security Interest.** Buyer hereby grants to Service Provider a security interest in any final products resulting from said services, until Buyer has paid Service Provider in full. Buyer shall sign and deliver any document needed to perfect the security interest that Service Provider reasonably requests.

**7. Seller Representations and Warranties.** Seller warrants that the goods are free, and at the time of delivery will be free, from any security interest or other lien or encumbrances. Seller warrants that there are no outstanding titles or claims of title hostile to the rights of Seller in the Goods.

**8. Force Majeure.** Service Provider shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Service Provider's reasonable control.

**9. Limitation of Liability.** Service Provider will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Service Provider has been advised of the possibility of any such damage. In no event will Service Provider's liability exceed the price paid by Buyer for the Services giving rise to the claim or cause of action.

**10. Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

**11. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, not including its conflicts of law provisions.

**12. Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of \_\_\_\_\_.

**13. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

**14. Notices.** Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

**15. Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**16. Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**IN WITNESS WHEREOF**, the Parties have executed this agreement as of the date first written above.

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Buyer Full Name**

\_\_\_\_\_  
**Service Provider Signature**

\_\_\_\_\_  
**Service Provider Full Name**

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## **GENERAL INSTRUCTIONS**

### **WHAT IS A BUSINESS CONTRACT?**

A business contract is an agreement in which each party agrees to an exchange, typically involving money, goods, or services. Business contracts protect both buyers and sellers, by reducing agreements to writing. The contract can be as long or short as necessary in order to cover the important details of the contract.

Contracts are legally binding on the parties who sign them. In business, contracts are typically either sales agreements, for the sale of goods, or service agreements, for the sale of services.

An offer is the basis for the contract. For example, "I will provide cleaning services for your business at \$40 an hour" is an offer. When the business owner says, in effect, "I will pay \$40 an hour for your cleaning services" that is an acceptance of the offer. Consideration is the exchange, in this case, of money for services. Both parties must agree to the terms of the offer and acceptance. If the business owner says, instead, "I will pay you \$35 an hour for your cleaning service," this is a counter offer. In this example, there is not yet a meeting

## **THE CONSEQUENCES OF NOT HAVING ONE**

When you have a business contract reduced to writing, you have a clear road map detailing what you and the other party to the contract agreed to. Because contracts are legally binding, if the other party fails to meet their obligations, you have the right to legal recourse.

The absence of written service agreements and sales agreements has led to many disagreements. This can lead to lost business and ill will. In some cases, if the contract is not in writing, it is not enforceable – even if there is no dispute over the terms. Most states have adopted the Uniform Commercial Code (UCC) which requires all contracts must be in writing, if they contract lasts more than one year.

## **THE MOST COMMON SITUATIONS USING ONE**

Business contracts are most commonly used any time a business owner agrees to provide a service or good to another, or any time a business owner agrees to pay for a service or good. In other words, if money is being exchanged, a service agreement or sales agreement is the best practice.

of the minds, and therefore no contract.

Reducing agreements to writing is not always required for a legally binding business contract, however, when agreements are not reduced to writing, some confusion may occur. Consequently, it is best to write out the agreement.

#### **WHAT IS A SALES AGREEMENT?**

When one is engaged in selling goods, a business contract called a sales agreement is used. The sales agreement details the agreement between the parties. It likely includes the item sold, the purchase price for the item, and the number of items the buyer will purchase. It may also include the date the items will be delivered, how they will be delivered, and when payment is due.

#### **WHAT IS A SERVICES AGREEMENT?**

Service agreements are business contracts used when one is selling a service. The service agreement provides necessary details, such as the service provided, the timeline in which the service will be provided, the cost of the service, when payment is due, and other details necessary to cover the agreement between the parties.

Business owners use sales agreements when selling their products. They also use sales agreements when purchasing supplies to create their product. Finally, sales agreements are used when purchasing supplies for the office, from cleaning supplies, to lunch for the staff, to office supplies.

Business owners use service agreements when selling their services. They also use service agreements when purchasing services, from office cleaning, to instrument and machine maintenance, to car services.

#### **WHAT SHOULD BE INCLUDED?**

When drafting a business contract, include every detail relevant to the contract. If it is not written into the contract, it is not considered part of the contract. When writing a contract, at a minimum, the following should be included:

- Offer
- Acceptance
- Consideration
- Details pertaining to the order
- Signatures