**SERVICES CONTRACT**

THIS AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2023 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its primary business address located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Client”)

WHEREAS the Client seeks to engage Company to provide certain services as more fully set forth in this Agreement (“Services”) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings made herein, the parties agree to the terms and provisions of this Agreement, mutually intending and agreeing to be legally bound thereby.

**SCOPE OF SERVICES**

[enter a description]

**EXCLUSIONS TO SCOPE OF WORK**

[enter a description]

**PAYMENT AND FEES**

[enter a description]

**CLIENT ’S OBLIGATIONS**

Client shall be obligated to:

1. cooperate with Company in all matters relating to the performance of the Services
2. provide access to Client’s premises for the purposes of performing the Services;
3. respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform Services in accordance with the requirements of this Agreement;
4. provide such Client materials or information as Company may reasonably request to carry out the Services in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects; and
5. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

**REPRESENTATIONS AND WARRANTIES**

(a) Company represents and warrants to Client that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) The Company shall not be liable for a breach of the warranty set forth in Section (a) unless Client gives written notice of the defective Services, reasonably described, to Company within 14 days of the time when Client discovers or ought to have discovered that the Services were defective.

(c) Subject to Section (b), Company shall, in its sole discretion, either:

(i) repair or re-perform such Services (or the defective part); or

(ii) credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN SECTION (c) SHALL BE THE CLIENT 'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION (a).

**LIMITED LIABILITY**

1. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY.

**TERMINATION**

This Agreement may be terminated for any reason with or without cause upon **thirty (30)** days advanced written notice by the terminating party. Client shall be responsible for all fees and expenses up until the date of termination of this Agreement.

**MISCELLANEOUS**

1. **Severability, Savings Clause.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be enforceable under applicable law. However, if any provision of this Agreement shall be deemed unenforceable under applicable law by a court having jurisdiction, such provision shall be unenforceable only to the extent necessary to make it enforceable without invalidating the remainder thereof or any of the remaining provisions of this Agreement.
2. **Full Integration Clause**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, discussions, negotiations, or understandings, whether oral or written, between the parties relating to the matters addressed herein. The language herein will be interpreted as to its fair meaning and not strictly for or against any party.
3. **Waiver of Breach.** The waiver by either party to this Agreement of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.
4. **Notices.** Any notice of any kind which either party may desire or be required to serve on the other in connection with this Agreement must be in writing and shall be deemed duly given and received when delivered personally, when sent by e-mail, facsimile transmission (with electronic confirmation of receipt), or two business days after being deposited for next-day delivery with FedEx or another internationally-recognized overnight delivery service, all charges prepaid, to recipient of such notice at such recipient’s address set forth on Schedule A hereto.
5. **Joint Drafting and Neutral Construction.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.
6. **Titles**. The titles or headings of the sections of this Agreement are intended for convenience of reference only and are not intended to change, limit or otherwise affect the meaning or construction of the terms of this Agreement. The term “person” shall include an individual, Company , partnership, association, or other legal entity. The term “Company ” shall include any affiliate, parent, or subsidiary of Company .
7. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. **Delegation of Duties**. Company reserves the right to delegate specific duties under this Agreement to third party providers, who shall be subject to the same confidentiality provisions as Company .
9. **Partnership.** The parties expressly acknowledge that nothing in this Agreement shall be construed as creating a partnership between the parties.

**DISPUTES RESOLUTION**

1. **Venue and Applicable Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the in the **State of New York** in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.
2. **Attorney Fees and Costs.** In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs, including all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.
3. **Arbitration of Disputes**: Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by final binding arbitration administered before a single arbitrator by the American Arbitration Association (AAA), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF this Agreement is executed and effective as of the date set forth below:

|  |  |  |  |
| --- | --- | --- | --- |
| By: |  | By: |  |
|  | *(signature)* |  | *(signature)* |
| Name: |  | Name: |  |
|  |  |  |  |
| Title: |  | Title: |  |

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