

## SAMPLE AGREEMENT WITH SERVICE PROVIDER

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**THIS AGREEMENT** (the “Agreement”) is made and entered on \_\_\_\_\_ **[Insert date]** between \_\_\_\_\_ **[Insert Company Name]** having its registered office at \_\_\_\_\_ (hereinafter referred to as the Company), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and \_\_\_\_\_ **[Insert name & address of the service provider]** (hereinafter referred to as the Service Provider) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

**WHEREAS** the Service Provider is providing services related to \_\_\_\_\_ **(Details of business)**.

**WHEREAS** the company has approached the Service provider to provide services at \_\_\_\_\_ **(Rate of Service)**.

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW THEREFORE**, in consideration of the above recitals, the Parties hereby agree as follows:

**1. Scope of Services.** The Service Provider is to provide the Company with the following services (the “Services”):

- **[Describe the services]**
- **[Describe additional rights and responsibilities of both parties]**
- **[Describe the timeline, if any, including a “time is of the essence” clause]**

**2. Compensation.** Company shall provide compensation to the Service Provider at a rate of Rs. \_\_\_\_\_ for the Services render per ..... (month/qtr./annually). Service Provider shall provide the Company with an invoice upon completion of the Services. Payment for the Services is due within \_\_\_\_ **[Number of Days]** days of the date of the Service Provider’s invoice.

**3. Term/Termination.** This Agreement shall commence on \_\_\_\_\_ [Commencement Date] and remain in effect until the Services are completed. This Agreement may be extended by mutual written consent of both parties. If either party seeks to terminate this Agreement, the terminating party must provide \_\_\_\_\_ [Insert Days] days notice to the other party.

**4. Independent Contractor Status.** The Service Provider is serving as an independent contractor in providing the Services. Under this Agreement, the Service Provider is neither an employee nor a partner of the Company.

**5. Proprietary Information.** All work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the service provider, and company hereby assigns to the service provider all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Company retains no right to use the Work Product and agree not to challenge the validity of the service provider’s ownership in the Work Product.

Company hereby assigns to the service provider all right, title, and interest in any and all photographic images and videos or audio recordings made by the service provider during Company’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6. Notice.** All notices required or permitted under this Agreement will be provided in writing and delivered to both parties.

**7. Governing Law.** The laws of the State of \_\_\_\_\_ [Name of the Governing State] govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance, and enforcement.

**8. Assignment/Delegation.** The Company may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior

written consent of the Service Provider. Any purported assignment of rights or delegation of performance in violation of this section is void.

**9. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

Service Provider's name: \_\_\_\_\_

Service Provider's signature: \_\_\_\_\_

Representative: \_\_\_\_\_

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

Company name: \_\_\_\_\_

Company signature: \_\_\_\_\_

Representative: \_\_\_\_\_

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