

Service Agreement

This Service Agreement (the "Agreement") sets forth terms under which _____ ("Company") shall provide services to _____, (the "Client"). This Agreement is effective as of this ____ day of _____, 20__.

1. **Scope of Services.** The Company is to provide the Client 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; Payment.** Client shall provide compensation to the Company at a rate of \$_____ for the Services render. Company shall provide the Client with an invoice upon completion of the Services. Payment for the Services is due within ____ days of the date of the Company's invoice.

3. **Term; Termination.** This Agreement shall commence on _____ 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 _____ days' notice to the other party.

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

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 Company, and Client hereby assigns to the Company 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. Client retains no right to use the Work Product and agree not to challenge the validity of the Company's ownership in the Work Product.

Client hereby assigns to the Company all right, title, and interest in any and all photographic images and videos or audio recordings made by the Company during Client'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 _____ 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 Client 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 Company. 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.

Each party is signing this Agreement on the date stated opposite that party's signature.

Company name: _____
Company signature: _____
Company representative: _____
Date: _____

Client name: _____
Client signature: _____
Client representative: _____
Date: _____