
General Service Agreement

A comprehensive agreement for the provision of professional services between a service provider and client.

This General Service Agreement (this "Agreement") is entered into as of [Effective Date] (the "Effective Date") by and between:

Acme Corporation, with its principal place of business at 123 Main Street, City, State (the "Client");

and

Premier Services LLC, with its principal place of business at 456 Oak Avenue, City, State (the "Service Provider").

The Client and Service Provider may be referred to individually as a "Party" and collectively as the "Parties."

1. Services

The Service Provider agrees to provide the following services to the Client (the "Services"): Professional consulting, project management, and related services as described in any applicable Statement of Work.

The Service Provider shall perform all Services in a professional and workmanlike manner, consistent with applicable industry standards and in accordance with any specifications, timelines, or deliverables agreed upon by the Parties. The specific scope, deliverables, and timelines for individual projects may be defined in one or more Statements of Work ("SOWs") mutually agreed upon and signed by both Parties, which shall be incorporated into this Agreement by reference.

2. Compensation and Payment

In consideration of the Services, the Client shall pay the Service Provider \$5,000 per month / as specified in each SOW. The Service Provider shall submit invoices to the Client in accordance with the agreed billing schedule, and the Client shall pay each undisputed invoice within Net 30 of receipt.

If the Client disputes any portion of an invoice, the Client shall notify the Service Provider in writing within ten (10) days of receipt, specifying the nature of the dispute. The undisputed portion of the invoice shall be paid in accordance with the payment terms.

3. Expenses

The Client shall reimburse the Service Provider for reasonable, pre-approved, out-of-pocket expenses incurred in connection with the Services. The Service Provider shall provide documentation and receipts for all expenses submitted for reimbursement. Expenses exceeding an agreed-upon threshold must receive prior written approval from the Client.

4. Term and Termination

This Agreement shall commence on the Effective Date and continue for an initial term of 1 year (the "Initial Term"), unless terminated earlier in accordance with this Section. After the Initial Term, this Agreement shall automatically renew for successive periods of equal length unless either Party provides written notice of non-renewal at least 30 days prior to the end of the then-current term.

Either Party may terminate this Agreement for convenience by providing 30 days written notice to the other Party. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice of the breach.

5. Representations and Warranties

The Service Provider represents and warrants that: (a) it has the right, power, and authority to enter into this Agreement and perform the Services; (b) the Services shall be performed in a professional manner consistent with industry standards; (c) the Services and any deliverables shall not infringe upon the intellectual property rights of any third party.

Except as expressly stated herein, the Services are provided "AS IS" and the Service Provider makes no other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

6. Confidentiality

Each Party agrees to maintain the confidentiality of all non-public information received from the other Party in connection with this Agreement. Neither Party shall disclose such information to any third party without the prior written consent of the disclosing Party, except to its employees, agents, or advisors who need to know such information for the purposes of this Agreement and are bound by confidentiality obligations.

7. Intellectual Property

All work product, deliverables, and materials created by the Service Provider specifically for the Client under this Agreement (the "Deliverables") shall be the property of the Client upon full payment. The Service Provider retains ownership of any pre-existing intellectual property, tools, methodologies, and know-how, and hereby grants the Client a non-exclusive, perpetual license to use any such pre-existing materials incorporated into the Deliverables.

9. Limitation of Liability

In no event shall either Party be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement. The total aggregate liability of the Service Provider under this Agreement shall not exceed the total fees paid by the Client to the Service Provider during the twelve (12) month period preceding the event giving rise to the claim.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of State of Delaware, without regard to its conflicts of law provisions. Any disputes arising under this Agreement shall be resolved through good faith negotiation. If the Parties are unable to resolve a dispute through negotiation within thirty (30) days, either Party may pursue resolution through the courts of competent jurisdiction.

11. General Provisions

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. This Agreement may only be amended by a written instrument signed by both Parties. Neither Party may assign this Agreement without the prior written consent of the other Party. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Client

Service Provider

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Title: _____

Title: _____