

CLIENT SERVICE AGREEMENT

This agreement is provided by Clientish as a free, editable starting point. Replace the bracketed fields, delete what does not apply, and adapt it to your business and jurisdiction. This template is not legal advice; for high-value or IP-heavy work, have it reviewed by a qualified lawyer.

This Client Service Agreement ("Agreement") is entered into on [Date] between:

Agency / Contractor: [Your legal name], of [address] ("the Agency")

Client: [Client legal name], of [address] ("the Client")

1. Relationship of the Parties

The Agency provides services to the Client as an **independent contractor**. Nothing in this Agreement creates an employment, partnership, or joint-venture relationship. Each party is responsible for its own taxes, staff, and expenses.

Plain English: we are a separate business, not your employee.

2. Services

The Agency will provide [describe the general category of services, e.g. "design, development, and marketing services"]. The specific scope, deliverables, timeline, and fees for each project are defined in a separate **Statement of Work (SOW)** signed by both parties and governed by this Agreement.

Plain English: this contract sets the rules; each project's detail lives in its own SOW.

3. Fees and Payment

Item	Detail
How fees are determined	[Hourly rate / fixed per SOW / retainer]
Invoicing frequency	[e.g. per milestone / monthly]
Payment window (net terms)	[e.g. 14 days from invoice date]
Accepted payment methods	[]
Late payment	Overdue invoices accrue interest of [e.g. 1.5%] per month, or [flat late fee], from the due date until paid.
Suspension for non-payment	The Agency may pause work on any invoice

	overdue by more than [e.g. 14] days.
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4. Term and Termination

This Agreement begins on the date above and continues until terminated. Either party may terminate with **[e.g. 30] days' written notice**. On termination:

- The Client pays for all work completed and in progress up to the termination date.
- The Agency delivers completed, paid-for work and hands over agreed files and access.
- Clauses on intellectual property, confidentiality, and liability survive termination.

Plain English: either of us can end this with notice; you pay for work done, and the key protections continue afterward.

5. Intellectual Property and Ownership

Ownership of the final deliverables transfers to the Client **upon the Agency's receipt of full payment** for the relevant work — not on delivery. Until full payment is received, all rights remain with the Agency.

The Agency retains ownership of its pre-existing tools, methods, templates, and know-how used to produce the work. Unless otherwise agreed in writing, the Agency may display the completed work in its portfolio and marketing.

Plain English: you own the work once you have paid for it in full. Our own tools and the right to show the work stay with us.

6. Confidentiality

Each party will keep the other's confidential information private, use it only to perform this Agreement, and not disclose it to third parties. This includes the Client's data, strategy, and access, and the Agency's methods and pricing. This obligation continues for **[e.g. 2 years]** after the Agreement ends.

7. Limitation of Liability

The Agency's total liability under this Agreement is limited to the **total fees paid by the Client in the [e.g. 3] months preceding the claim** [or: a fixed amount of [currency + amount]]. Neither party is liable for indirect, incidental, or consequential damages.

Plain English: if something goes wrong, our financial liability is capped at roughly what you paid us, and neither side is liable for knock-on losses.

8. Indemnification

- The **Client** indemnifies the Agency against claims arising from materials, content, or instructions the Client supplied.
- The **Agency** indemnifies the Client against claims that the Agency's original work infringes a third party's intellectual property.

9. Warranties and Disclaimers

The Agency warrants that it will perform the services in a professional and competent manner. The Agency does **not** warrant or guarantee specific business results (such as revenue, rankings, or conversions), as these depend on factors outside its control.

10. Independent Contractor

The Agency is an independent contractor. It controls how the services are performed, provides its own equipment and personnel, and is responsible for its own taxes and insurance. Nothing here makes either party the agent or employee of the other.

11. Dispute Resolution and Governing Law

The parties will first attempt to resolve any dispute through good-faith negotiation, then through [mediation / arbitration] before pursuing court action. This Agreement is governed by the laws of [jurisdiction / state / country].

12. General

- **Entire agreement:** This Agreement, together with each signed SOW, is the entire agreement between the parties.
- **Conflict:** If this Agreement conflicts with a SOW, this Agreement governs legal terms and the SOW governs that project's scope.
- **Amendments:** Changes must be in writing and signed by both parties.
- **Severability:** If any clause is unenforceable, the rest remain in effect.

13. Sign-off

By signing, both parties agree to the terms of this Client Service Agreement.

Client	Agency / Contractor
Signature: _____	Signature: _____
Name: []	Name: []
Title: []	Title: []
Date: _____	Date: _____

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