

# EXCHANGE OF SERVICES AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Party A Information:

Full Legal Name: \_\_\_\_\_

Type of Entity (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Party B Information:

Full Legal Name: \_\_\_\_\_

Type of Entity (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Recitals:

WHEREAS, Party A and Party B desire to enter into this Exchange of Services Agreement ('Agreement') to set forth the terms and conditions under which they will exchange their respective services without monetary compensation; WHEREAS, both Parties acknowledge that the exchange is intended to be equitable and mutually beneficial; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### 1. Description of Services Provided by Party A

Party A agrees to provide the following services to Party B as described in Schedule A attached hereto: [specify services]. Party A shall perform the services diligently, professionally, and in accordance with industry standards.

### 2. Description of Services Provided by Party B

Party B agrees to provide the following services to Party A as described in Schedule B attached hereto: [specify services]. Party B shall perform the services diligently, professionally, and in accordance with industry standards.

### 3. Term

This Agreement shall commence on the effective date stated above and shall continue in full force and effect until the completion of the services by both Parties or termination as provided herein.

### 4. No Monetary Payment

The Parties acknowledge and agree that no monetary payment shall be exchanged between them for the services described herein. This Agreement constitutes a barter or exchange of services.

### 5. Independent Contractors

Each Party shall perform its obligations hereunder as an independent contractor. Nothing in this Agreement shall create an employer-employee, joint venture, or partnership relationship between the Parties.

### 6. Confidentiality

Each Party agrees to maintain the confidentiality of any proprietary or confidential information disclosed by the other Party during the course of this Agreement and shall not disclose such information to any third party without prior

written consent.

## **7. Representations and Warranties**

Each Party represents and warrants that it has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. Each Party further warrants that its services shall be performed in a professional and workmanlike manner.

## **8. Indemnification**

Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, liabilities, damages, losses, or expenses arising out of or related to the indemnifying Party's breach of this Agreement or negligence.

## **9. Limitation of Liability**

Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of the form of action.

## **10. Termination**

Either Party may terminate this Agreement upon written notice to the other Party if the other Party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice thereof.

## **11. Effect of Termination**

Upon termination of this Agreement, each Party shall cease performance of its obligations and return or destroy any confidential information of the other Party. Termination shall not relieve either Party of obligations incurred prior to termination.

## **12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflicts of law principles.

## **13. Dispute Resolution**

The Parties agree to attempt to resolve any disputes arising under this Agreement amicably through good faith negotiations. If resolution is not reached, disputes shall be resolved by binding arbitration conducted in \_\_\_\_\_ according to the rules of the American Arbitration Association.

## **14. Entire Agreement**

This Agreement, including all attached Schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

## **15. Amendments**

No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

## **16. Notices**

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation of receipt.

## **17. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**18. Waiver**

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver thereof.

**19. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**20. Signatures**

The Parties have executed this Agreement as of the Effective Date stated above by their duly authorized representatives.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

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