

# FEE AGREEMENT

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

## Parties:

Service Provider Name: \_\_\_\_\_

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

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

## Client Information:

Client Name: \_\_\_\_\_

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

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

## Fee Details:

Total Fee Amount: \_\_\_\_\_ USD

Payment Terms and Schedule: \_\_\_\_\_

## Section 1 – Engagement

Client hereby engages Service Provider to perform the services described herein, and Service Provider accepts such engagement, subject to the terms and conditions of this Agreement.

## Section 2 – Services Rendered

Service Provider shall perform the services described in Exhibit A attached hereto and incorporated by reference. Any additional services shall require prior written agreement and may be subject to additional fees.

## Section 3 – Fees and Expenses

Client agrees to pay Service Provider the Total Fee Amount as described above. Unless otherwise stated, all fees are due in accordance with the Payment Terms and Schedule. Client shall reimburse Service Provider for all reasonable and documented out-of-pocket expenses incurred in connection with the services.

## Section 4 – Payment Terms

Payments shall be made in U.S. Dollars via wire transfer, check, or other agreed method. Invoices are due and payable upon receipt unless otherwise specified. Late payments shall incur interest at the maximum rate permitted by law.

## Section 5 – Term and Termination

This Agreement shall commence on the Effective Date and continue until services are completed or terminated as provided herein. Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within 15 days.

## Section 6 – Confidentiality

Each party agrees to maintain the confidentiality of any proprietary or confidential information received during the course of this Agreement and to use such information solely for purposes of performing its obligations under this Agreement.

## Section 7 – Intellectual Property

All intellectual property rights arising from the services performed shall remain with Service Provider unless expressly transferred in writing. Client is granted a non-exclusive license to use deliverables solely for its internal purposes.

#### **Section 8 – Warranties and Disclaimers**

Service Provider represents that it will perform services in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED, SERVICES ARE PROVIDED 'AS IS' WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

#### **Section 9 – Indemnification**

Each party shall indemnify, defend, and hold harmless the other party from any claims, damages, or liabilities arising out of its gross negligence or willful misconduct in connection with this Agreement.

#### **Section 10 – Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION.

#### **Section 11 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **Section 12 – Dispute Resolution**

The parties agree to attempt in good faith to resolve any disputes arising from this Agreement amicably prior to pursuing litigation.

#### **Section 13 – Independent Contractor**

Service Provider is an independent contractor and nothing herein shall be construed to create an employer-employee, partnership, joint venture, or agency relationship.

#### **Section 14 – Force Majeure**

Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including acts of God, governmental actions, natural disasters, or labor disputes.

#### **Section 15 – Notices**

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

#### **Section 16 – Entire Agreement**

This Agreement, including all exhibits and attachments, constitutes the entire understanding between the parties and supersedes all prior agreements relating to the subject matter herein.

#### **Section 17 – Amendments**

No modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

#### **Section 18 – Severability**

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

**Section 19 – Waiver**

Failure or delay by either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

**Section 20 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed by electronic signature, which shall be deemed to have the same legal effect as an original signature.

**SERVICE PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

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

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

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