

Service Agreement — State of Massachusetts

State of Massachusetts

Client: _____

Provider: _____

Compensation: _____ (Retainer)

Start Date: _____

PARTIES & AGREEMENT TERM

This Service Agreement ("Agreement") is made and entered into as of the start date of execution, by and between _____ ("Provider"), having an address at _____, and _____ ("Client"), having an address at _____.

TERM: This Agreement shall commence on _____ and continue until _____, unless terminated earlier by either party upon 30 days' written notice.

SCOPE OF SERVICES

SCOPE OF SERVICES: Provider agrees to perform the following services for Client in a professional and workmanlike manner in accordance with standard industry practices: _____. Any modifications or additions to the services must be agreed to in a written amendment signed by both parties.

COMPENSATION & PAYMENT TERMS

COMPENSATION: Client shall pay Provider a monthly retainer fee of _____, due at the beginning of each billing cycle. Payment shall be made within thirty (30) days of Client's receipt of an invoice from Provider. Any unpaid balances after the due date shall bear interest at the rate of _____% per annum (or the maximum interest rate permitted by the laws of the State of Massachusetts, whichever is less).

INTELLECTUAL PROPERTY RIGHTS

INTELLECTUAL PROPERTY: Provider retains all intellectual property rights, titles, and interests in all pre-existing materials and any work product created under this Agreement. Provider grants Client a non-exclusive, non-transferable, royalty-free license to use the deliverables solely for its internal business operations.

CONFIDENTIALITY & PROTECTIONS

CONFIDENTIALITY: Both parties agree to handle sensitive information and respect standard corporate policies regarding confidentiality.

GOVERNING LAW & CONTRACT INTEGRATION

GOVERNING LAW & JURISDICTION: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Massachusetts. Any disputes arising under this Agreement shall be resolved in the courts of Massachusetts.

This Agreement constitutes the entire agreement between the parties and overrides all prior oral or written agreements.

STATE-REQUIRED PROVISIONS

MASSACHUSETTS STRICT ABC CLASSIFICATION TEST (MASS. GEN. LAWS CH. 149, § 148B):
CONTRACTOR WARRANTS THAT: (1) CONTRACTOR IS FREE FROM CONTROL AND DIRECTION IN CONNECTION WITH PERFORMANCE; (2) THE SERVICE IS PERFORMED OUTSIDE THE USUAL COURSE OF CLIENT'S BUSINESS; AND (3) CONTRACTOR IS CUSTOMARILY ENGAGED IN AN INDEPENDENTLY ESTABLISHED TRADE, OCCUPATION, PROFESSION OR BUSINESS.

SIGNATURES

Entity Name: _____

By: _____

Authorized Signatory Signature

Representative: Provider: _____

Title: _____

Date: _____

Entity Name: _____

By: _____

Authorized Signatory Signature

Representative: Client: _____

Title: _____

Date: _____