

# Service Agreement — State of Oklahoma

State of Oklahoma

**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 Oklahoma, 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 Oklahoma. Any disputes arising under this Agreement shall be resolved in the courts of Oklahoma.

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

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## **STATE-REQUIRED PROVISIONS**

**OKLAHOMA INDEPENDENT CONTRACTOR STATUS (40 O.S. § 1-210): CONTRACTOR OPERATES AN INDEPENDENT BUSINESS ENTERPRISE FREE FROM CLIENT CONTROL AND SUPERVISION.**

## **SIGNATURES**

Entity Name: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signatory Signature

**Representative: Provider:** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Entity Name: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signatory Signature

**Representative: Client:** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_