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## **Professional Services Agreement**

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 200X by and between the COMPANY NAME HERE, a STATE OF INCORPORATION NAME HERE corporation, hereinafter referred to as "\_\_\_\_\_" and PROFESSIONALS OR COMPANY NAME HERE, hereinafter referred to as "\_\_\_\_\_".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

### **1. SCOPE OF PROFESSIONAL SERVICES**

\_\_\_\_\_ agrees to provide services in accordance with the Scope of Professional Services attached hereto as Exhibit "A" and Fee Schedule attached hereto as Exhibit "B", both Exhibits incorporated herein by this reference.

### **2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES**

The services to be performed pursuant to this Agreement shall be initiated upon September 15, 200X and continue for a period of one year, expiring on September 15, 200X.

### **3. PROFESSIONAL RESPONSIBILITY**

\_\_\_\_\_ shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services rendered by \_\_\_\_\_, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies.

### **4. COMPENSATION**

In consideration of the services to be performed pursuant to this Agreement, \_\_\_\_\_ agrees to pay \_\_\_\_\_ in accordance with the Fee Schedule attached as Exhibit "B".

### **5. INDEPENDENT CONTRACTOR**

The services to be performed by \_\_\_\_\_ are those of an independent contractor and not as an employee of COMPANY NAME HERE. As an independent contractor, \_\_\_\_\_ is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. \_\_\_\_\_ is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

### **6. DEFAULT**

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

## **7. REMEDIES**

In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (C) avail itself of any other remedy at law or equity.

## **8. APPROPRIATION OF FUNDS**

The payment of monies by \_\_\_\_\_ in accordance with this Agreement shall be subject to the appropriation of available funds.

## **9. INSURANCE**

\_\_\_\_\_ agrees to procure and maintain, at its own cost, a policy or policies of insurance. The \_\_\_\_\_ shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason

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