

# Network of Oregon Watershed Councils

Services Agreement Template/Sample

2025



## SERVICES AGREEMENT SAMPLE

This Services Agreement (“**Agreement**”) is dated MONTH XX, 20XX (the “**Effective Date**”) between SERVICE PROVIDER an Oregon corporation (“**Company**”) and COMPANY (“**Customer**”), and sets forth the terms by which Company will provide to Customer certain consulting services as outlined below.

1. **Description of Services.** Company shall provide Customer with the following type of services (collectively, the “**Services**”):

### **DEFINITION OF SERVICES PROVIDED:**

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2. **Fee.** Company shall charge Customer on COST PER HOUR OR TOTAL PROJECT.

### **PROJECT COST:**

The projected entire scope of work is estimated at DEFINE THE COST AND TIMELINE OF THE PROJECT. Any changes to the original statement of work will be subject to approval by DESIGNATED POSITION AT CLIENT NAME.

3. **Timeframe for Completion of Services.** Typically, an organization should anticipate TIME FRAME FOR PROJECT COMPLETION HERE.

4. **Terms of Payment.** Customer shall pay Company within thirty (30) days following the later to occur of: (a) receipt of an itemized invoice from Company for all or some of the Services performed by Company, and (b) completion of the Services invoiced.

5. **Warranty.** Company represents and warrants to Customer that (a) it is properly qualified to perform the Services in accordance with this Agreement, and (b) Company and its personnel shall comply with all applicable laws, ordinances, rules, and regulations relating to the Services it will provide pursuant to this Agreement.

### **Insurance and Liability**

Insurance Requirement: Under Oregon law, it is wise to specify that the Company maintain appropriate insurance, such as professional liability insurance, general liability, and workers' compensation insurance.

Example Addition: "The Company shall maintain at its own expense, during the term of this Agreement, general liability and professional liability insurance coverage with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Upon request, the Company shall provide Customer with certificates of insurance evidencing such coverage."

Limitation of Liability: It's also advisable to include a limitation of liability clause to protect the Company from excessive claims.

Example Addition: "In no event shall either party be liable to the other for any consequential, incidental, special, punitive, or indirect damages, including, without limitation, lost profits, business interruption, or loss of goodwill, even if such party has been advised of the possibility of such damages."

6. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be given by Federal Express or similar overnight carrier with signature required.

COMPANY: NAME OF DESIGNATED AUTHORITY, TITLE, BUSINESS NAME, ADDRESS, PHONE AND EMAIL

CUSTOMER: NAME OF DESIGNATED AUTHORITY, TITLE, BUSINESS NAME, ADDRESS, PHONE AND EMAIL

7. **Governing Law and Venue.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement shall be governed and construed by the laws of the State of Oregon.

8. **Independent Capacity.** The parties intend that an independent contractor relationship will be created by this Agreement. Company, and its employees or agents performing under this Agreement are not employees or agents of Customer. Company will not hold itself out as nor claim to be an officer, employee, or agent of Customer by reason hereof, nor will Company make any claim of right, privilege or benefit that would accrue to any Customer employee under law. Conduct and control of the work will be solely with the Company. Customer shall not withhold or pay any federal, state, or local income tax, or payroll/employment taxes of any kind, on behalf of Company or the staff of Company or any of Company's subcontractors or agents. Company is solely responsible for the payment of such taxes.

9. **Records and Reports.** Company shall maintain all books, records, documents, data, and other evidence relating to this Agreement and performance of the Services described herein. Company shall retain such records for a period of two (2) years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review, or audit by Customer.

10. **Publicity/Confidentiality.** Neither party, without the prior written approval of the other party, will publicly announce or disclose the terms of this Agreement, except as required by law. During the term of this Agreement, and at all times thereafter, Company shall not disclose any confidential information provided to Company by Customer to third parties nor use any such confidential information for any purpose whatsoever except for the purpose of performing the Services outlined herein. As used herein, the term "confidential information" means all information, documentation and materials which have been delivered by Customer to Company (whether or not marked as confidential). In addition, Company agrees that the terms, conditions, and subject matter of this Agreement are confidential information. Notwithstanding the preceding, confidential information does not include information which has ceased to be

confidential by reason of any of the following: (i) Company already had such information in its possession prior to being retained by Customer (and Company can verify the same), and such information was acquired without restriction through sources other than Customer, (ii) the information is readily available to the public other than through disclosure by Company; or (iii) the information is disclosed by Company pursuant to the prior written permission of Customer.

11. **Miscellaneous.** Any clerical errors contained in this Agreement or in other documents in connection herewith are subject to correction. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, failure of power, riots, insurrection, war, or other reason of like nature, then the time required for the performance of such act shall be extended for a period equivalent to the period of such delay.

This Agreement may not be changed or modified, except by agreement in writing, signed by each of the parties. No prior agreement or understanding pertaining to any such matter covered in this Agreement shall be effective. Company may not assign its rights or delegate its performance in whole or in part under the Agreement without the prior written consent of Customer.

The invalidity or unenforceability of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision hereof. In any action or proceeding to enforce any provision hereof which proceeds to final judgment in a court of law, the prevailing party shall be entitled to its legal costs and fees, including but not limited to, all costs, charges and disbursements, costs of appeal and reasonable attorneys' fees.

Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party. No course of dealing, course of performance, or failure of either party to strictly enforce any provision of this Agreement shall be deemed or construed as a waiver thereof.\*

IN WITNESS WHEREOF, the parties have this Agreement as of the Effective Date.

**COMPANY NAME**

**CUSTOMER NAME**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**\*Recommendation for all agreements to be reviewed by legal counsel, prior to signing.**