

# PROFESSIONAL SERVICES AGREEMENT

## TERM

\_\_\_\_\_ (“Location”) and  
\_\_\_\_\_ (“Professional”)  
agree to enter into this Professional Services Agreement (“Agreement”), which shall be  
in effect from \_\_\_\_\_ to \_\_\_\_\_.

## SERVICES

Professional shall provide to the Location his/her services as a  
\_\_\_\_\_.

He/she shall have full discretion to determine when and where and how he/she will  
perform his/her duties, with the understanding that certain aspects of his/her duties are  
to be conducted during the Location’s regular hours of business.

## COMPENSATION

Professional shall be compensated \_\_\_\_\_,  
upon presentation of an invoice to \_\_\_\_\_. No payments  
shall be due in the event Professional or the Location mutually agree to terminate this  
Agreement prior to the expiration of its term, or Professional breaches any provision of  
this Agreement.

The Location shall reimburse Professional for any reasonable expenses he/she incurs in  
the course of providing his/her services. Professional shall submit with his/her monthly  
statements for services rendered a detailed reimbursement of expenses report that  
identifies the nature of the expense, the purpose of the expense, the amount of the  
expense, and any invoice, receipt or bill in support of the expense.

## NON-DELEGATION OF DUTIES

Professional shall not delegate, assign, or employ anyone else to do any of the work  
he/she has agreed to do pursuant to this Agreement unless the Location gives its  
written approval.

## CONFIDENTIALITY

Professional agrees that he/she will maintain in confidence, and will not use for his/her  
own benefit other than for the performance of the obligations under this Agreement,  
any confidential information disclosed to him/her. Professional further agrees that any  
and all documents or other materials he/she receives from the Location in connection  
with services performed shall be and are the sole property of the Location. He/she  
agrees that upon termination of this Agreement, he/she will return all such documents  
and materials to the Location.



## **ASSIGNMENT AND OWNERSHIP OF INTELLECTUAL PROPERTY**

Professional assigns to the Location all intellectual property rights which may arise from Professional's performance of services under this Agreement. In addition, Professional grants the Location a perpetual, irrevocable, royalty-free license to the intellectual property he/she has been contracted to create, compose, write, sketch, draw or design for the Location. In exchange for the compensation paid under this Agreement, all works created, composed, written, sketched, drawn, or designed by Professional under this Agreement shall be owned by the Location.

## **INSURANCE**

Professional shall not be eligible for any insurance, including worker's compensation or other employee benefits, available to regular employees. Professional assumes full responsibility and liability for the payment of any taxes due on moneys received under this Agreement. The Location will not make any deductions for taxes and will issue a Form 1099 to Professional.

Professional represents and warrants that he/she understands and agrees that he/she has personal responsibility for any and all applicable liability, auto, and health insurance coverage. Professional agrees to hold the Location harmless from any claim for injuries to third parties involved in or arising out of the services he/she performs.

## **REPORTING OBLIGATIONS**

Professional agrees that he/she will keep the Location advised as to the status of the services he performs and that he/she will, as requested by the Location, prepare written reports of his/her progress.

## **CONFLICTING OBLIGATIONS**

Professional certifies that he/she has no outstanding Agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude him/her from complying with its provisions, and further certifies that he/she will not enter into any such conflicting Agreement during the term of this Agreement.

## **SUPPORT SERVICES**

Professional shall be entitled to reasonable support services from the Location in the performance of his/her duties under this Agreement. These support services shall include, but not necessarily be limited to, occasional use of a desk in the Location's offices, telephone, computer, copying and other clerical assistance. In the event Professional's duties require additional or extraordinary assistance from the Location, he/she shall make a request for such assistance to whoever may agree to provide the requested assistance at an agreed-upon rate of reimbursement by Professional to the Location.

## **COMPLIANCE WITH LAWS**

Professional shall have sole responsibility for ensuring his/her compliance with all laws, regulations, orders and ordinances governing his/her conduct and the conduct of



