

GENERAL CONTRACT FOR SERVICES EXAMPLE

This Contract for Services (this "Contract") is made effective as of DATE, by and between "Company Name" and M.S. Design. In this Contract, the party who is contracting to receive services will be referred to as "Company Name," and the party who will be providing the services will be referred to as "M.S. Design."

1. DESCRIPTION OF SERVICES. Beginning on upon agreement to this contract, M.S. Design will provide to "Company Name" the following services (collectively, the "Services"):

Description of project

M.S. Design will offer half hour out of every month for update, help or anything else "Company Name" needs. Any time after the M.S. Design will charge for their time. Web hosting is provided by Invent Horizon at 35 Dollars a month

2. PAYMENT FOR SERVICES. In exchange for the Services "Company Name" will pay M.S. Design according to the following schedule:

Non Refundable Down Payment. Remainder of amount upon completion of Design. Estimated site cost of Project. Actual cost may vary depending on changes made to the design of this site.

3. TERM. This Contract will terminate automatically upon completion by M.S. Design of the Services required by this Contract.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by M.S. Design in connection with the Services will be the exclusive property of "Company Name". Upon request, M.S. Design will execute all documents necessary to confirm or perfect the exclusive ownership of "Company Name" the Work Product. M.S. Design reserves the right to use the finished public product as examples of product.

5. CONFIDENTIALITY. M.S. Design, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of M.S. Design, or divulge, disclose, or communicate in any manner, any information that is proprietary to Heather Bell that does not appear on the public website. M.S. Design and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

6. WARRANTY. M.S. Design shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in M.S. Design's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to M.S. Design on similar projects.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Illinois.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:
"Company Name"

By: _____
Company President

Service Provider:
M.S. Design

By: _____
Michael L. Schultz
Owner