**Professional Services Agreement**

**Template**

THIS IS A SAMPLE CONTRACT TEMPLATE PROVIDED FOR INFORMATIONAL PUPOSES ONLY AND IS

INTENDED TO PROVIDE EXAMPLES OF THE KINDS OF TERMS THAT, AT A MINIMUM, SHOULD BE INCLUDED

IN SUCH A CONTRACT*. USE OF THIS TEMPLATE AS A LEGAL AGREEMENT IS AT THE SOLE DISCRESION OF AN*

*INDIVIDUAL.* ***COPYRIGHT ONLINETRADESMEN © 2008.*** *NO UNATHOUTHORISED PUBLICATION PERMITTED.*

**Agreement Between**

(*Insert name and address of tradesmen/company below herein referred to as* “The Company”)

…………………………………………………………………………………

…………………………………………………………………………………

…………………………………………………………………………………

**AND**

(*Insert name and address property owner above herein referred to as* “The Property Owner”)

…………………………………………………………………………………

…………………………………………………………………………………

…………………………………………………………………………………

**It is agreed as follows-**

**Description of Work**

1. The Company will furnish all labour, materials and equipment to complete the following specifically described work at

………………………………………..……………………………. (Insert address).

For the following works: (Insert detailed description of works, including labour and

materials, to be used below. )

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and in accordance with the following documents, which by this reference are incorporated in and made part of this agreement:

(Insert list of relevant documents including drawings, quotations etc. as signed by both parties)

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**Contract Price**

1. The Property Owner will pay The Company the fixed sum of (use both words and numbers) ………………….…………………………………….. for the work performed under this agreement, subject to such other sums that may become payable as a result of any variations determined in accordance with this agreement.

**Terms of Payment**

1. It is agreed that the following payments will be made

…………………………………………………………………………………

…………………………………………………………………………………

………………………………………………………………………………

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**Variations to the Agreement**

1. Any variations including, but not limited to, modifications, omissions or additions that are made to this agreement must be agreed to in writing by both parties detailing the price and specification of such variations.

The parties must make a good faith attempt to agree on all necessary particulars. Such agreements are to be evidenced in writing, signed by the parties and added to this contract. Failure to reach agreement will be deemed a dispute to be resolved as agreed in Paragraph 8.

**Time for Completion**

**5.** The work to be performed under this agreement will commence on the

(insert date). …………..........................................

The work will be completed by the (insert date). .....................................

The Company will be responsible for the timely completion of the work consistent with the time limits set out, subject to any variations made as set out in this agreement, where the date for completion may be varied accordingly.

**Company Obligations**

1. The Company will carry out the works with reasonable skill, care

and diligence pursuant to all applicable standards and industry practice and in compliance to all relevant building regulations and statutory requirements. In addition the following specific obligations, which by

this reference are incorporated in and made part of this agreement:

(List specific obligations that The Company should adhere to for this project if relevant)

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**Owners Obligations**

1. The Property Owner must pay such sums of money that become due to the company for the work performed. The Property Owner will be responsible to cooperate in good faith with The Company and must not interfere with The Company’s progress of work. It is understood that timely communication and cooperation are necessary for completion of the work. In addition the following specific obligations, by this reference

are incorporated in and made part of this agreement:

(List specific obligations that The Property Owner should adhere to for this project if relevant)

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**Approvals**

1. Unless otherwise agreed to in writing, it is the Property Owners sole responsibility to obtain all necessary approvals and permits prior to commencement of the works to be done.

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(insert acceptable number of days)

**Dispute Resolution**

1. If any dispute arises under the terms of this agreement, both parties agree to select a mutually agreeable impartial third party to help them

mediate it. If the mediation is unsuccessful, the parties agree that:

(include details of an acceptable payment of fees whereby each party agrees to pay

their own costs etc.)

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**Termination**

**10.** If The Company fails to perform the work in accordance with the termsof this agreement, The Property Owner will have the right to terminate the agreement if The Company does not remedy the default within

………. days.

If the Property Owner fails to pay such sums of money that become due The Company will have the right to terminate the agreement if the Property Owner does not remedy the default within ………days. (insert

acceptable number of days)

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**Completion**

1. The work specified is considered completed upon approval by The Property Owner, provided that The Property Owner’s approval is not unreasonably withheld.

**Additional Agreements**

**12.** The Owner and Contractor additionally agree(include details of any additional

actions and items that is agreed by both parties for this project)

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All agreements between The Property Owner and The Company related to the specified work are included in this contract.

I agree to the acceptance of this contract and agree to keep to its terms.

|  |  |  |  |
| --- | --- | --- | --- |
| **The Property Owner** | | **An authorised officer of Company** | |
| Name | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  |  | Position | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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