

# CLIENT SERVICES AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Client Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Service Provider Information:

Company / Individual Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Services to be Provided:

The Service Provider agrees to provide the services as described in the attached Schedule A (“Services”). The Client agrees to engage the Service Provider on the terms set forth in this Agreement. The Service Provider shall perform the Services in a professional, diligent, and timely manner.

## Payment Terms:

Total Fee: \_\_\_\_\_ CAD

Payment Schedule: \_\_\_\_\_

## Term and Termination:

This Agreement shall commence upon execution and continue until completion of the Services or termination by either party upon thirty (30) days written notice. Termination shall not affect the obligation to pay for Services performed prior to termination.

## Confidentiality:

Each party agrees to maintain in confidence any confidential or proprietary information received from the other party and not to disclose such information to any third party without prior written consent, except as required by law.

## Liability and Indemnification:

The Service Provider shall carry appropriate insurance coverage. Each party agrees to indemnify and hold harmless the other party from any claims, damages, or losses arising from negligence or willful misconduct in connection with this Agreement, except to the extent caused by the indemnified party.

## Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the

laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts in Ontario for any disputes arising out of or relating to this Agreement.

**Dispute Resolution:**

The parties agree to attempt to resolve any dispute arising from this Agreement through good faith negotiation. If unresolved, disputes shall be submitted to mediation before pursuing any other remedy, including litigation.

**Entire Agreement and Amendments:**

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements. Any amendments or modifications shall be valid only if made in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Waiver:**

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

**Notices:**

All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by registered mail, or by email with confirmation, to the addresses set forth above or such other address as either party may designate in writing.

**Force Majeure:**

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, or governmental actions.

**CLIENT SIGNATURE**

**SERVICE PROVIDER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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