# ONE UP ACCOUNTING PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made on [Date],

BETWEEN:

**YOU** of [Client Address] ("Client")

AND

**ONE UP ACCOUNTING,** of San Jose, CA

## RECITALS

WHEREAS the Client wishes to engage the Service Provider to perform certain professional services.

WHEREAS the Service Provider agrees to provide such services under the terms and conditions in this Agreement.

NOW, THEREFORE, the parties agree as follows:

## 1. DEFINITIONS

1.1. **"Services"** means the professional services described in Schedule A or as otherwise agreed in writing by the parties.

1.2. **"Deliverables"** means any work product or materials to be provided by the Service Provider as part of the Services.

## 2. SCOPE OF SERVICES

2.1. The Service Provider agrees to perform the Services as described in [Description of Services/Schedule A].

2.2. Any changes to the scope of Services must be agreed in writing by both parties.

## 3. TERM AND TERMINATION

3.1. This Agreement shall begin on [Effective Date] and continue until [End Date/Completion of Services], unless terminated earlier as provided herein.

3.2. Either party may terminate this Agreement by giving [Notice Period Days] days' written notice to the other party.

3.3. Either party may terminate immediately for material breach by the other party.

3.4. Upon expiration or termination of this Agreement, the Client shall pay all undisputed fees and approved expenses accrued through the effective date of termination. Each party shall promptly return or destroy the other party's Confidential Information upon written request, except to the extent retention is required by law. The Service Provider shall deliver to the Client all completed and paid-for Deliverables then in its possession.

## 4. FEES AND PAYMENT

4.1. The Client shall pay the Service Provider fees as set out in [Fee Schedule/Schedule B].

4.2. Payment shall be due within [Number] days of receipt of a valid invoice.

4.3. Delinquent payments may incur interest at [Interest Rate] % per month (or the maximum allowed by law).

## 5. EXPENSES

5.1. The Client shall reimburse the Service Provider for pre-approved, reasonable out-of-pocket expenses incurred in connection with the Services, upon submission of receipts.

## 6. CONFIDENTIALITY

6.1. Each party agrees to keep confidential all non-public information received from the other party in connection with this Agreement and not to disclose such information to any third party without prior written consent, except as required by law.

## 7. INTELLECTUAL PROPERTY

7.1. [Choose one: All Deliverables and intellectual property created under this Agreement shall be the property of the Client upon full payment. / The Service Provider retains all intellectual property rights in the Deliverables, granting the Client a non-exclusive, non-transferable license to use them as set forth herein.]

7.2. Pre-existing intellectual property of either party remains the property of that party.

## 8. WARRANTIES AND REPRESENTATIONS

8.1. The Service Provider warrants that the Services will be performed in a professional and workmanlike manner.

8.2. Except as expressly stated, no other warranties, express or implied, are given.

8.3. Each party shall comply with all applicable laws and regulations in performing its obligations under this Agreement. The Service Provider shall obtain and maintain any licenses, permits, or approvals required to perform the Services.

## 9. INDEPENDENT CONTRACTOR

9.1. The Service Provider is an independent contractor and not an employee, agent, or partner of the Client.

9.2. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties.

## 10. LIMITATION OF LIABILITY

10.1. Except for liability arising from gross negligence, willful misconduct, or breach of confidentiality, neither party shall be liable for any indirect, incidental, or consequential damages.

10.2. The total liability of either party under this Agreement shall not exceed the total fees paid under this Agreement.

## 11. INDEMNIFICATION

11.1. Each party agrees to indemnify and hold harmless the other party from any claims, damages, or expenses arising out of its own breach of this Agreement or negligence.

## 12. NOTICES

12.1. Any notice required or permitted under this Agreement shall be in writing and delivered to the addresses stated above (or as updated in writing).

## 13. GOVERNING LAW

13.1. This Agreement shall be governed by and construed in accordance with the laws of [Governing Law State/Country].

## 14. ENTIRE AGREEMENT AND AMENDMENTS

14.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

14.2. Any amendment must be in writing and signed by both parties.

## 15. SEVERABILITY

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

## 16. COUNTERPARTS AND ELECTRONIC SIGNATURES

16.1. This Agreement may be executed in counterparts, each of which shall be deemed an original.

16.2. Electronic signatures should be deemed as valid as original signatures.

**17. SURVIVAL**

17.1. Any provision that by its nature is intended to survive expiration or termination of this Agreement shall survive, including provisions concerning payment obligations, confidentiality, intellectual property, warranties, limitation of liability, indemnification, governing law, and dispute resolution.

## DISCLAIMER

This document is a template and may not be suitable for all situations. The parties should consult with legal counsel before signing this agreement.

## SIGNATURES

IN WITNESS WHEREOF, the parties have made this Professional Services Agreement as of the date first written above.

**CLIENT**

Name: _____

Title: _____

Signature: _____

Date: _____

**SERVICE PROVIDER**

Name: _____

Title: _____

Signature: _____

Date: _____