

LANCER SERVICES AGREEMENT

Location: _____ Date: _____

PARTIES:

This Lancer Services Agreement (the "Agreement") is entered into by and between:

Service Provider: _____

Client: _____

RECITALS

WHEREAS, Service Provider is duly qualified and experienced to provide the services described herein; and
WHEREAS, Client desires to engage Service Provider to perform such services under the terms and conditions of this Agreement.

1. SERVICES TO BE PROVIDED

Service Provider agrees to provide the professional services (the "Services") as described in Schedule A attached hereto and incorporated herein by reference. Service Provider shall perform the Services diligently, competently, and in accordance with industry standards.

2. TERM

This Agreement shall commence on the effective date and shall continue until completion of the Services or termination pursuant to Section 9.

3. COMPENSATION

Client agrees to pay Service Provider the fees set forth in Schedule B attached hereto. Invoices shall be submitted monthly and payable within thirty (30) days of receipt unless otherwise agreed in writing.

4. EXPENSES

Client shall reimburse Service Provider for all reasonable and necessary expenses incurred in connection with the performance of the Services, provided that such expenses are pre-approved by Client in writing.

5. INDEPENDENT CONTRACTOR

Service Provider is engaged as an independent contractor. Nothing herein shall be construed to create an employer-employee, partnership, joint venture, or agency relationship between the parties.

6. CONFIDENTIALITY

Each party agrees to keep confidential and not disclose to any third party any confidential information received from the other party, except as required by law or with prior written consent.

7. INTELLECTUAL PROPERTY

All intellectual property developed by Service Provider in connection with the Services shall be the property of Client upon full payment, except for Service Provider's pre-existing intellectual property, which is and remains the property of Service Provider.

8. WARRANTIES AND REPRESENTATIONS

Service Provider represents and warrants that Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

9. TERMINATION

Either party may terminate this Agreement upon providing written notice to the other party if the other party materially breaches any term of this Agreement and fails to cure the breach within fifteen (15) days after receipt of written notice.

10. LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. The total liability of Service Provider for any claim arising out of or in connection with this Agreement shall not exceed the total fees paid by Client.

11. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party from any claims, damages, liabilities, costs, and expenses arising out of the indemnifying party's negligence or willful misconduct.

12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, acts of government, strikes, or pandemics.

13. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest of all or substantially all of the business or assets.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario for any disputes arising out of this Agreement.

15. ENTIRE AGREEMENT; AMENDMENTS

This Agreement, including all Schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any amendments or modifications must be in writing and signed by both parties.

16. SEVERABILITY

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

17. WAIVER

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right.

18. NOTICES

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by nationally recognized overnight courier, or by email with confirmation of receipt, to the addresses set forth by the parties.

19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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