

## *Professional Services Agreement*

This Professional Services Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, and Easley Consulting, of 2532 Russwood Dr., Flower Mound, Texas 75028. In this Agreement, the party who is contracting to receive the services shall be referred to as "Company", and the party who will be providing the services shall be referred to as "Contractor".

- 1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, Contractor will provide the following services (collectively, the "Services"): Web design and development.
- 2. PAYMENT FOR SERVICES.** Company will pay compensation to Contractor for the Services in the amount of \$ \_\_\_\_\_. This compensation shall be payable in a lump sum upon completion of the Services.
- 3. TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by Contractor of the Services required by this Agreement.
- 4. RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to Company, and not an employee of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.
- 5. 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 Contractor in connection with the Services shall be the exclusive property of Company. Upon request, Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of Company to the Work Product.
- 6. CONFIDENTIALITY.** Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to Company. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Company all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Agreement.
- 7. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
- 8. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by

limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**9. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.

PARTY CONTRACTING SERVICES:

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SERVICE PROVIDER:  
Easley Consulting

By: \_\_\_\_\_  
Jess Easley  
Principal