

DATED <<insert date>>

(1) <<Insert name of Service Provider>>

(2) <<Insert name of Client>>

DOOR SUPERVISION SERVICE AGREEMENT

THIS AGREEMENT is made the <<insert day>> day of <<insert month>> <<insert year>>

BETWEEN:

- (1) <<Name of Service Provider>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> (“the Service Provider”) and
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> (“the Client”)

WHEREAS:

- (1) The Service Provider is engaged in the business of providing security services, has reasonable skill, knowledge and experience in that field, and is willing to provide door supervision services to the Client.
- (2) In reliance upon that skill, knowledge, and experience the Client wishes to engage the Service Provider to provide door supervision services and the Service Provider has agreed to accept the engagement subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- | | |
|-----------------------------------|---|
| “Business Day” | means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>; |
| “Commencement Date” | means the date on which this Agreement comes into force pursuant to Clause 8 below; |
| “Confidential Information” | means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); |
| “Door Supervisor” | means a qualified, trained, SIA licenced door supervisor supplied by the Service Provider who shall be either an employee or a sub-contractor of the Service Provider; |
| “Premises” | means the Client’s Premises at <<insert address>> [or such other Premises as may be notified from time to time by the Client to the Service Provider]; |

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- “Services”** means the Services to be provided by the Service Provider as set out in Clause 2 and the Schedules;
- “SIA”** means the Security Industry Authority, the regulatory body for the security industry in the United Kingdom;
- “Term”** means the Term of this Agreement as set out in Clause 8.

- 1.2 Unless the context otherwise requires, the following definitions apply in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by any means, includes a reference to any communication by facsimile transmission or other electronic means;
 - 1.2.2 a statute or a provision of a statute or a provision as amended or otherwise in force at the relevant time;
 - 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended or otherwise in force at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement and
 - 1.2.5 a Clause or paragraph of this Agreement (other than the Schedules) is a Clause or paragraph of the relevant Schedule.
 - 1.2.6 a “Party” or the “Parties” means the Parties to this Agreement.
- 1.3 The headings used in this Agreement shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. The Door Supervision Services

- 2.1 The Service Provider shall, in accordance with the terms and conditions of this Agreement, provide the Services to the Client. The Client shall promptly obtain, maintain and make available the Premises, assets, premises and other facilities required for the provision of the Services.
- 2.2 The Service Provider shall provide the Services as described in the Service Level Schedule at the Premises.
- 2.3 The Service Provider shall provide the Services [including the provision of uniforms bearing the Client’s logo or branding where applicable].
- 2.4 The Service Provider shall provide the Services to the Client in accordance with the agreed / agreed number>> of uniformed / agreed number>> supervisor(s) to carry out the Services. For the purposes of this Agreement, any actions or breaches undertaken or committed by the supervisor(s) shall be deemed to be an action or breach undertaken or committed by the Service Provider. References to “the Service Provider” shall include references to the Door Supervisors, where relevant, to the Service Provider.
- 2.5 The Services shall be provided in accordance with any and all agreed house rules as provided by the Client.



- 2.6 Prior to the commencement of the Services, the Service Provider shall gather information including:
- 2.6.1 The layout of the Premises;
 - 2.6.2 The location of any access points (including fire exits);
 - 2.6.3 The venue capacity of the Premises;
 - 2.6.4 The licensing hours of the Premises;
 - 2.6.5 <<insert additional information>>
- 2.7 [In the event that the Service Provider commits any breach which constitutes a breach of any of the terms and conditions of this Agreement, the Client shall remedy such breach within <<insert period>> Business Days of the Client, without incurring any penalty of any nature whatsoever.]

3. Sub-Contracting

- 3.1 When providing Door Supervision Services, the Service Provider shall be free to use sub-contractors provided that they are suitably qualified, trained and SIA licenced.
- 3.2 Any sub-contractor Door Supervisor acting on behalf, and undertaking actions or breaches under the Services, shall be deemed, where relevant, to be committed by the Service Provider. Any such sub-contractor or breach undertaken or committed by the Service Provider shall be deemed, where relevant, to be committed by the Service Provider.
- 3.3 Any and all sub-contractors appointed by the Service Provider shall be required to comply with the terms of Clause 5.3.

4. Client's Obligations

- 4.1 The Client shall allow the Service Provider or Supervisor(s) and other authorised personnel of the Service Provider to access the Premises at all reasonable times to provide the Services.
- 4.2 The Client shall provide the Service Provider with such information in connection with the Services as the Service Provider or Supervisor(s) may from time to time reasonably require for the provision of the Services.
- 4.3 The Client shall provide the Service Provider with any information reasonably required prior to the commencement of the Services.
- 4.4 The Client shall, prior to the commencement of the Services, provide the Service Provider with full details of any rules to which the Service Provider and/or the Door Supervisor(s) are subject during the provision of the Services. Such rules may include (but are not limited to), dress codes.



4.5 The Client and the Service Provider shall, in all reasonable endeavours, to keep each other informed of any developments applicable to the rendering of the Services. The Service Provider shall promptly comply with any such special requirements. These steps shall not result in any increase in the fees payable pursuant to Clause 6 shall be reduced to a reduction in the actual fees then the fees payable

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4.6 In the event that the Client or the Service Provider, shall omit to perform any of its obligations under this Agreement, then the Service Provider shall notify the Client as soon as possible and the Service Provider shall be liable in respect of any delay in the provision of the

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5. Insurance and Liability

5.1 The Service Provider shall, for the entire duration of this Agreement, the following insurances:

for the entire duration of this Agreement, the following insurances:

5.1.1 Public liability insurance with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

Public liability insurance with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

5.1.2 [Employers liability insurance] with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

[Employers liability insurance] with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

5.2 The Service Provider shall, for the entire duration of this Agreement, promptly deliver to the Client copies of the policies and cover notes in effect in respect of the insurance referred to in sub-clause 5.1 together with evidence that all premiums thereon are duly paid up to date.

The Service Provider shall, for the entire duration of this Agreement, promptly deliver to the Client copies of the policies and cover notes in effect in respect of the insurance referred to in sub-clause 5.1 together with evidence that all premiums thereon are duly paid up to date.

5.3 Any and all sub-contractors appointed by the Service Provider pursuant to Clause 4.6 or at least the duration of this Agreement, the following insurances:

Any and all sub-contractors appointed by the Service Provider pursuant to Clause 4.6 or at least the duration of this Agreement, the following insurances:

5.3.1 Public liability insurance with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

Public liability insurance with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

5.3.2 [Employers liability insurance] with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

[Employers liability insurance] with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

5.4 The Service Provider shall, for the entire duration of this Agreement, procure that sub-contractor Door Supervisor shall promptly deliver to the Client copies of the policies and cover notes in effect in respect of the insurance referred to in sub-clause 5.3 together with evidence that all premiums thereon are duly paid up to date.

The Service Provider shall, for the entire duration of this Agreement, procure that sub-contractor Door Supervisor shall promptly deliver to the Client copies of the policies and cover notes in effect in respect of the insurance referred to in sub-clause 5.3 together with evidence that all premiums thereon are duly paid up to date.

6. Payments and Records

6.1 The Client shall pay the Service Provider in accordance with the provisions of the Service Level Schedule and any amendments thereto in accordance with the terms of this Agreement.

The Client shall pay the Service Provider in accordance with the provisions of the Service Level Schedule and any amendments thereto in accordance with the terms of this Agreement.

6.2 All sums payable by either Party pursuant to this Agreement are exclusive of any value added or other tax (including VAT) or other taxes on profit, for which that Party shall be responsible.

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- 6.3 All payments required to be made pursuant to this Agreement by either Party shall be made within <<insert number of days>> of the relevant invoice in <<insert type of currency>> in such bank in <<insert location>> as the other Party shall nominate, without any set-off, withholding or deduction (other than any (any) of tax as that Party is required to deduct or withhold).
- 6.4 If either Party is required by law to make a reduction or withholding in relation to any payment to be made pursuant to this Agreement, it shall do all that is reasonable to enable or assist the Party to claim such sums due to claim exemption from or (if that is not possible) to obtain a reduction or withholding under any applicable double taxation agreement, and shall from time to time provide evidence as to the deduction or withholding made and the amount deducted or withheld.
- 6.5 Where any payment pursuant to this Agreement is required to be made on a day on which is not a Business Day, it shall be made on the next following Business Day.
- 6.6 Each Party shall:
- 6.6.1 keep, or ensure that the other Party keeps, records and books of account as are necessary to enable the sums payable by it to be calculated; and
 - 6.6.2 [at the reasonable request of the other Party or its agent to inspect the records and books of account and, to the extent that they relate to the sums payable, to take copies of them; and]
 - 6.6.3 [within <<insert time period>> of each year, obtain at its own expense and submit to the other Party an auditors' certificate as to the accuracy of the sums payable pursuant to this Agreement during that year.]
- 6.7 If either Party fails to pay or to make any payment which is payable to the other pursuant to this Agreement, that amount shall bear interest from the date that payment is made in full, both before and after any judgment, at the rate of <<insert percentage>>% per annum over <<insert bank name>> from time to time.

7. Confidentiality

- 7.1 Each Party undertakes that it shall not disclose any Confidential Information by sub-Clause 7.2 or as authorised in writing by the other Party, at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its termination:
- 7.1.1 keep confidential all Confidential Information;
 - 7.1.2 not disclose any Confidential Information to any other party;
 - 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and necessary for the performance of this Agreement (including, but not limited to, the performance of the obligations set out in Clause 7.1);
 - 7.1.4 not make any copies of Confidential Information or part with possession of any Confidential Information.

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7.1.5 ensure that none of its employees, agents, sub-contractors or advisers, or any person acting on its behalf, would be a breach of the provisions of clauses 7.1.1 to 7.1.4 above.

employees, agents, sub-contractors or advisers, or any person acting on its behalf, would be a breach of the provisions of clauses 7.1.1 to 7.1.4 above.

7.2 Either Party may:

7.2.1 disclose any Confidential Information:

to the other Party;

7.2.1.1 any sub-contractors or advisers;

to a regulatory body; or

7.2.1.2 any government bodies;

to any other Party or of any of the bodies;

7.2.1.3 any employees, agents, sub-contractors or advisers, or any person acting on its behalf, to such extent only as is necessary for the purposes contemplated by this Agreement (including for the provision of the Services), or as required by law, first informing the Party in question that the Confidential Information is to be disclosed (and (except where the disclosure is to any body mentioned in sub-Clause 7.2.1.2 such body) obtaining and taking from the person in question, as nearly as practicable, the consent of that Party to the disclosure of the Confidential Information) and to use it only for the purposes for which the disclosure is made;

7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent that such use or disclosure is necessary for the purposes of this Agreement, or at any time after the date of this Agreement, in the public knowledge through no fault of that Party, or so that Party does not have any obligation of confidentiality which is not public knowledge.

to such extent only as is necessary for the purposes contemplated by this Agreement (including for the provision of the Services), or as required by law, first informing the Party in question that the Confidential Information is to be disclosed (and (except where the disclosure is to any body mentioned in sub-Clause 7.2.1.2 such body) obtaining and taking from the person in question, as nearly as practicable, the consent of that Party to the disclosure of the Confidential Information) and to use it only for the purposes for which the disclosure is made;

7.3 The provisions of this Clause shall apply notwithstanding the terms of any other agreement, arrangement or understanding between the Parties, in accordance with their terms, notwithstanding the fact that such agreement, arrangement or understanding may have been entered into prior to the date of this Agreement.

in accordance with their terms, notwithstanding the fact that such agreement, arrangement or understanding may have been entered into prior to the date of this Agreement.

8. Term and Termination

8.1 This Agreement shall commence on the Commencement Date and shall continue for a Term of <<insert period>> from that date, subject to the provisions of this Clause 8.

Commencement Date>> from that date, subject to the provisions of this Clause 8.

8.2 Either Party shall have the right to give <<insert notice period>> written notice to the other Party of its intention to terminate the term specified in sub-Clause 8.1 if the Agreement has been extended under Clause 8.2.1. The Agreement shall then terminate on the date of expiry of the notice period for which this Agreement has been extended for a further period of <<insert period>>.

Either Party shall have the right to give <<insert notice period>> written notice to the other Party of its intention to terminate the term specified in sub-Clause 8.1 if the Agreement has been extended under Clause 8.2.1. The Agreement shall then terminate on the date of expiry of the notice period for which this Agreement has been extended for a further period of <<insert period>>.

8.3 Either Party may terminate the Agreement by giving written notice to the other Party of its intention to terminate the Agreement on or at any time after the date of expiry of the <<insert notice period>> written notice, provided that the minimum term of the Agreement shall be <<insert minimum term of agreement>>.

Either Party may terminate the Agreement by giving written notice to the other Party of its intention to terminate the Agreement on or at any time after the date of expiry of the <<insert notice period>> written notice, provided that the minimum term of the Agreement shall be <<insert minimum term of agreement>>.

8.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

the other Party is in breach of the Agreement by giving written notice to the other Party if:

8.4.1 any sum owing to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the date of the due date for payment;

any sum owing to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the date of the due date for payment;

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- 8.4.2 the other Party complies with any of the provisions of this Agreement and, if it fails to do so, it remedies the breach within <<insert period>> after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 8.4.3 an encumbrancer takes any action in respect of the property or assets of that other Party;
 - 8.4.4 the other Party makes any arrangement with its creditors or, if it is a company, a receiver or administrator (within the meaning of the Insolvency Act 1986) in respect of the property or assets of that other Party;
 - 8.4.5 the other Party, being a company, is placed into liquidation (except for the purposes of bond finance) or is otherwise effectively agreed to be bound by or assume the obligations of that other Party under this Agreement);
 - 8.4.6 anything analogous to any of the above occurring under the law of any jurisdiction occurs in respect of that other Party;
 - 8.4.7 that other Party ceases to carry on business; or
 - 8.4.8 control of that other Party is taken over by any person or connected persons not having the consent of the Party on the date of this Agreement. For the purposes of this Clause 8, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1125 of the Corporation Tax Act 2010.
- 8.5 For the purposes of sub-Clause 8.4, the Party in breach shall be considered capable of remedying the breach if the Party in breach remedies the breach in all respects.
- 8.6 The rights to terminate the Agreement shall not be prejudiced in respect of the breach or any other breach of the Agreement concerned (if any) or any other breach of the Agreement.

9. Effects of Termination

- Upon the termination of this Agreement:
- 9.1 any sum owing by either Party under the provisions of this Agreement shall become immediately due and payable;
 - 9.2 Clauses 1, 7, 12 and 13 shall continue to apply to this Agreement may be in full force and effect;
 - 9.3 any rights or obligations to which either Party is entitled or be subject before the date of termination shall remain in full force and effect;
 - 9.4 termination shall not affect the right of either Party to claim damages or other remedy in respect of the event giving rise to the termination or any other right or remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
 - 9.5 subject as provided in this Clause 9, neither Party shall be liable to the other in respect of any accrued obligations to the other; and



9.6 each Party shall (except to the extent that it is in its reasonable control) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record such Confidential Information.

in Clause 7) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record such Confidential Information.

10. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party. Such causes are not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, or any other natural or environmental action or any other event that is beyond the control of that Party.

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party. Such causes are not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, or any other natural or environmental action or any other event that is beyond the control of that Party.

11. Nature of the Agreement

11.1 Each Party shall be entitled to enforce its obligations and to exercise any rights under this Agreement through any other member of its group, and no such member shall, for all the purposes of this Agreement, be deemed to be the act or omission of the Party in question.

Each Party shall be entitled to enforce its obligations and to exercise any rights under this Agreement through any other member of its group, and no such member shall, for all the purposes of this Agreement, be deemed to be the act or omission of the Party in question.

11.2 Subject to sub-Clause 11.1, this Agreement is personal to the Parties and neither Party may assign, sub-contract, charge (otherwise than by way of a floating charge) [or sub-license] or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.

Subject to sub-Clause 11.1, this Agreement is personal to the Parties and neither Party may assign, sub-contract, charge (otherwise than by way of a floating charge) [or sub-license] or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.

11.3 This Agreement contains the entire agreement between the Parties with respect to its subject matter and shall be binding and enforceable in writing signed by the duly authorized representatives of the Parties.

This Agreement contains the entire agreement between the Parties with respect to its subject matter and shall be binding and enforceable in writing signed by the duly authorized representatives of the Parties.

11.4 Each Party acknowledges that it enters into this Agreement on any representation, warranty or condition, whether provided in this Agreement or otherwise, implied by statute or common law, to the fullest extent permitted by law.

Each Party acknowledges that it enters into this Agreement on any representation, warranty or condition, whether provided in this Agreement or otherwise, implied by statute or common law, to the fullest extent permitted by law.

11.5 No failure or delay by either Party in performing its obligations under this Agreement shall be deemed to constitute a breach of any obligation of either Party of a breach of any obligation of either Party, and no such failure or delay shall be a waiver of any subsequent obligations under this Agreement.

No failure or delay by either Party in performing its obligations under this Agreement shall be deemed to constitute a breach of any obligation of either Party, and no such failure or delay shall be a waiver of any subsequent obligations under this Agreement.

11.6 At any time after the date hereof, either Party shall, at the request and cost of another Party, execute, or cause to be executed, and do or procure the doing of, any documents as the Party so requiring may reasonably require for the full benefit of all the provisions of this Agreement.

At any time after the date hereof, either Party shall, at the request and cost of another Party, execute, or cause to be executed, and do or procure the doing of, any documents as the Party so requiring may reasonably require for the full benefit of all the provisions of this Agreement.

12. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of this Agreement.

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13. **Notices**

13.1 All notices under this Agreement shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.

13.2 Notices shall be deemed to have been given to the Party to whom they are addressed in each case addressed to the following address, e-mail address, or facsimile number notified to the Party:

13.2.1 when delivered, if delivered by hand or by messenger (including registered mail) during normal business hours of the recipient; or

13.2.2 when sent, if transmitted by electronic means, by a successful transmission report or return receipt; or

13.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail, postage prepaid; or

13.2.4 on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.

in each case addressed to the Party at the address, e-mail address, or facsimile number notified to the Party.

and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

other messenger (including registered mail) during normal business hours of the recipient; or

a successful transmission report or return receipt; or

g, if mailed by national ordinary mail, postage prepaid; or

ng, if mailed by airmail, postage prepaid.

ress, e-mail address, or facsimile number notified to the Party.

14. **Time**

The Service Provider shall use all reasonable efforts to complete provision of the Services within estimated timeframes and shall not be of the essence in the performance of any Services.

to complete provision of the Services within estimated timeframes and shall not be of the essence in the performance of any Services.

15. **Relationship of the Parties**

15.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties or any other Party for any purpose.

deemed to constitute, a partnership between the Parties or any other Party for any purpose.

15.2 Subject to any express provisions to the contrary in this Agreement, the Service Provider shall have no authority to enter into any contract, make any representation, liability, assume any obligation, or bind the Client or bind the Client in any way on behalf of the Client or bind the Client in any way.

y in this Agreement, the Service Provider shall have no authority to enter into any contract, make any representation, liability, assume any obligation, or bind the Client or bind the Client in any way.

16. **Set Off**

The Client may not withhold payment of any amount due to the Service Provider or set off any counterclaim which the Client may have or for any reason whatsoever.

ction from, any invoice or other amount due to the Service Provider or set off any counterclaim which the Client may have or for any reason whatsoever.

17. **Severance**

The Parties agree that, in the event any provision of the provisions of this Agreement is found to be unenforceable, that / those provisions shall nevertheless remain enforceable.

of the provisions of this Agreement is found to be unenforceable, that / those provisions shall nevertheless remain enforceable.

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provisions shall be deemed severable and the remainder of this Agreement shall be

of this Agreement. The

18. Law and Jurisdiction

18.1 This Agreement (including all amendments and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of

ers and obligations arising therefrom or associated therewith, and construed in

18.2 Any dispute, controversy, or claim arising out of or relating to this Agreement (including all amendments and obligations arising therefrom or associated therewith) shall be referred to the jurisdiction of the courts of England and Wales.

between the Parties relating to this Agreement (including all amendments and obligations arising therefrom or associated therewith) shall be referred to the jurisdiction of the courts

IN WITNESS WHEREOF this Agreement has been made the day and year first before written

the day and year first

SIGNED by

<<Name and Title of person signing for Service Provider's Name>>
for and on behalf of <<Service Provider's Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Client's Name>>
for and on behalf of <<Client's Name>>

In the presence of
<<Name & Address of Witness>>



Service

Description	Date	Payment Terms

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