

MASTER SERVICE AGREEMENT (MSA)

This Master Service Agreement ("Agreement") is entered into as of **[Effective Date]**, by and between:

[Your Company Name], with a principal place of business at **[Your Address]** ("Service Provider"), and
[Client Name], with a principal place of business at **[Client Address]** ("Client").

Collectively referred to as the "Parties."

1. PURPOSE & STRUCTURE

1.1 This Agreement establishes the governing legal framework for all services provided by the Service Provider.

1.2 All specific services, deliverables, timelines, and fees shall be detailed in individual Statements of Work ("SOW"), which are incorporated into this Agreement by reference.

1.3 In the event of any inconsistency, this Agreement shall prevail unless an SOW explicitly states otherwise.

2. SERVICES

2.1 The Service Provider shall perform services as outlined in each SOW.

2.2 Each SOW shall clearly define:

- Scope of work
- Deliverables
- Timeline
- Fees and payment schedule

2.3 Any service not expressly stated in the SOW is outside scope and not included.

3. PAYMENT TERMS (70/30 STRUCTURE)

3.1 Upfront Deposit

A non-refundable deposit of **70% of the total project fee** is required before work begins.

3.2 Final Payment

The remaining **30% balance** is due prior to:

- Delivery of final files
- Transfer of ownership rights
- Release of any usable assets

3.3 No Payment, No Delivery

The Service Provider reserves the absolute right to withhold all deliverables, access, and usage rights until full payment is received.

3.4 Late Payments

Payments not made within **3 days** of the due date shall incur a late fee of **an additional 5% per day**, compounded where legally permissible.

3.5 Project Suspension for Non-Payment

Work will be automatically paused if payment obligations are not met. Timelines will be extended accordingly, and reactivation may require a restart fee.

3.6 Payment Methods

Accepted methods include **[Bank Transfer / Online Payment / Other]**.

4. CHANGE ORDERS & SCOPE CONTROL

4.1 Any request outside the agreed scope constitutes a Change Order.

4.2 All Change Orders must:

- Be documented in writing
- Include revised scope, timeline, and fees

- Be approved before work begins

4.3 The Service Provider has no obligation to perform additional work without prior approval and payment agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership Transfer

Full ownership of final, approved deliverables transfers to the Client only upon receipt of full payment.

5.2 Retained Rights

The Service Provider retains ownership of:

- Preliminary concepts, drafts, and unused work
- Working/source files unless explicitly included
- Proprietary processes, frameworks, and tools

5.3 Portfolio & Promotion Rights

The Service Provider may showcase completed work for portfolio, marketing, and case study purposes unless otherwise agreed in writing.

5.4 Unauthorized Use

The Client shall not use, reproduce, or distribute any work prior to full payment. Unauthorized use constitutes a breach and may result in legal action.

6. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide timely feedback, approvals, and decisions
- Supply accurate and complete materials
- Ensure they hold proper rights to all provided content

Failure to meet these obligations may result in delays, additional costs, or project suspension.

7. LIABILITY & LIMITATION

7.1 No Performance Guarantees

The Service Provider does not guarantee specific business, financial, or performance outcomes.

7.2 Limitation of Liability

To the maximum extent permitted by law, total liability shall not exceed the total fees paid under the applicable SOW.

7.3 Exclusion of Damages

The Service Provider shall not be liable for:

- Indirect or consequential damages
- Loss of profit, revenue, or opportunity
- Business interruption

7.4 Third-Party Dependencies

The Service Provider is not responsible for issues arising from third-party platforms, vendors, or tools.

8. OPERATIONAL & PROFESSIONAL PROTECTION CLAUSES

8.1 PROJECT PAUSE & REACTIVATION RIGHTS

The Service Provider reserves the right to immediately pause all work if the Client:

- Fails to make required payments
- Delays feedback or approvals beyond **3 days**
- Fails to provide required materials

Project timelines will be adjusted accordingly. Reactivation may require:

- Settlement of all outstanding balances
- A restart fee of **50% of the original price**
- Revised timelines and availability

8.2 COMMUNICATION BOUNDARIES

8.2.1 All official communication shall occur via agreed channels (e.g., email, project management tools).

8.2.2 Working hours are **9am – 5pm**.

8.2.3 Messages sent outside working hours, marked urgent, or requiring expedited response may incur additional fees.

8.2.4 The Service Provider is not obligated to respond to unscheduled calls or informal communication channels.

8.3 REVISION LIMITS & CREATIVE CONTROL

8.3.1 Each deliverable includes **2 rounds of revisions** unless otherwise specified.

8.3.2 Additional revisions are billable at **an additional 30% of the agreed price**.

8.3.3 Revisions must:

- Stay within the original scope
- Be consolidated into clear, actionable feedback

8.3.4 Requests that fundamentally alter the direction of the project constitute a Change Order.

8.3.5 The Service Provider retains final discretion on creative execution while aligning with the agreed brief.

8.4 SCOPE CREEP PROTECTION

8.4.1 Any request not explicitly included in the SOW is out of scope.

8.4.2 Common scope creep examples include:

- Additional concepts beyond agreed quantity
- New formats, platforms, or deliverables
- Extensive reworks after approval

8.4.3 All out-of-scope work requires:

- A formal Change Order
- Fee adjustment
- Timeline revision

8.5 CLIENT DELAYS & TIMELINE IMPACT

8.5.1 Delays caused by the Client automatically extend project timelines.

8.5.2 If the Client becomes unresponsive for **3 days**, the project may be:

- Paused
- Archived
- Subject to a reactivation fee

8.6 KILL FEE & CANCELLATION PROTECTION

8.6.1 If the Client cancels a project after work has commenced:

- The initial 70% deposit remains non-refundable
- Additional work completed will be invoiced

8.6.2 If cancellation occurs after substantial progress (**[e.g., 70% completion]**), up to **100% of the project fee** may be due.

8.7 EXPEDITED WORK (RUSH FEES)

Requests requiring delivery faster than agreed timelines may incur a rush fee of an additional **30% of the agreed price**, subject to availability.

8.8 APPROVAL & LIABILITY SHIFT

Once the Client approves any deliverable:

- Responsibility for errors, omissions, or outcomes transfers to the Client
- Further changes are billable

9. CONFIDENTIALITY

Both Parties agree to maintain strict confidentiality regarding all proprietary or sensitive information and not disclose such information without prior written consent, except where required by law.

10. TERMINATION

10.1 Either Party may terminate this Agreement with **5 days written notice**.

10.2 Upon termination:

- All outstanding invoices become immediately due
- Work completed will be billed proportionally
- Deposits remain non-refundable

10.3 The Service Provider retains the right to terminate immediately in cases of:

- Non-payment
- Repeated scope violations
- Abusive or unprofessional conduct

11. DISPUTE RESOLUTION

11.1 The Parties agree to attempt resolution through good-faith negotiation.

11.2 If unresolved, disputes shall be governed by and resolved under the laws and courts of **[Jurisdiction]**.

12. GOVERNING LAW

This Agreement shall be governed by the laws of **[Country/State]**.

13. ENTIRE AGREEMENT

This Agreement, including all SOWs and approved Change Orders, constitutes the entire agreement and supersedes all prior understandings.

14. SIGNATURES

By signing below, both Parties agree to be legally bound by this Agreement.

SERVICE PROVIDER

Name: _____

Signature: _____

Date: _____

CLIENT

Name: _____

Signature: _____

Date: _____