BC Service Agreement

1. Project and parties

On 2026-11-01, Cedar Fictional Company Ltd., of 100 Example Street, Victoria BC (Provider), and Harbour Fictional Company Ltd., of 200 Sample Avenue, Vancouver BC (Client), agree to the services below. Project work starts on 2026-11-03 and is planned to end on 2026-11-30, subject to documented changes.

Services: Design a fictional three-page brochure website. Deliverables and delivery format: Three HTML pages and a setup note. Express exclusions: Hosting, payment systems and personal-data collection. Client will supply Approved copy and client-owned logo by 2026-11-05. Provider will notify Client promptly of missing inputs and a proposed schedule adjustment; delay does not automatically authorize more fees.

2. Review and changes

Acceptance criteria are Three supplied pages display without overflow at agreed viewport sizes. Client has 5 business days after delivery to identify a specific failure to meet those criteria. Provider will correct an in-scope failure without additional service fees and resubmit for review. Silence, early use and payment alone are not deemed acceptance under this draft. If the parties disagree, they will identify the disputed item and next step in writing; undisputed payment obligations remain due.

Each proposed change must state revised deliverables, fees and timing and be approved in writing by both parties before changed work begins. Neither an informal request nor extra time spent alone changes the agreed price.

3. Fees, invoices and expenses

The total service fee is CAD 1800.00 before applicable taxes, payable by these milestones: 600.00: signed kickoff; 1200.00: written acceptance.

Invoices are due 14 calendar days after actual receipt. Client will promptly identify a disputed amount and pay the undisputed balance. Only expenses described in None and approved in writing in advance may be charged, with receipts. Provider will separately identify taxes it is legally required to charge. No late interest, cancellation penalty or automatic forfeiture is created by this agreement.

Client will pay an advance of CAD 600.00 on 2026-11-03, credited against earned fees, not an extra charge. Unearned amounts remain refundable as described below.

4. Standard of work and cooperation

Provider will perform the stated services with reasonable care and skill and comply with applicable law. Each party will obtain permissions needed for material it supplies. Neither party promises a particular revenue, ranking, regulatory outcome or commercial result. Provider does not have authority to commit Client to third-party spending or bind Client to another contract.

5. Deliverable rights

Client retains its supplied material. Provider retains pre-existing tools and materials identified in Existing layout utilities. Third-party components and their licence restrictions are listed in None; Provider will obtain Client's written consent before adding a component that materially restricts the agreed use.

On full payment of the fees for the relevant deliverable, Provider grants Client a non-exclusive, perpetual, worldwide licence to use, reproduce and adapt that deliverable for Client's own brochure website, and to allow its service providers to do so for Client. Provider retains ownership. Resale or standalone redistribution of Provider's background tools is not included.

No assignment of moral rights or automatic waiver by a non-signing creator is stated. If the agreed use requires a moral-rights waiver or broader patent, trademark or third-party rights, separate reviewed terms and proper signatories are required before use. No portfolio/publicity permission is granted by this agreement.

6. Confidential information and records

Each party will use the other's nonpublic project information only for this project, restrict it to personnel/advisers who need it and owe appropriate confidentiality duties, and protect it with reasonable safeguards. This does not cover public information, independently developed information, prior lawful knowledge or information lawfully received without restriction. Lawful compulsory disclosure, protected reporting and confidential legal advice are not prohibited. Notify the other party of a security incident affecting its project information promptly where lawful, cooperate on containment, and do not destroy material subject to a preservation duty. This is not a personal-data processing agreement.

7. Ending the project and payment reconciliation

Either party may end unperformed work by giving 7 calendar days' written notice. For a material breach, give a written description and 7 calendar days to remedy it, unless the breach cannot reasonably be cured or immediate suspension is required for safety or law. Any suspension must be proportionate and communicated promptly.

On termination, Provider will supply completed work paid for and a statement of earned fees and approved, non-cancellable expenses. Client owes no automatic balance of all future fees. Provider will return any advance above the earned amount within 14 calendar days after the reconciliation, and will explain any disputed deduction. Rights in a paid deliverable arise under clause 5; incomplete/unpaid materials require a separate written arrangement. Each party will return the other's materials on request, subject to lawful retention and preservation requirements.

8. Responsibility and disputes

Each party remains responsible for losses for which it is liable under applicable law. This draft creates no blanket indemnity, liability cap, exclusion of negligence, mandatory private arbitration or waiver of statutory remedies. Material risk allocation must be separately negotiated and reviewed; this is not an insurance policy.

Project contacts and notice emails are cedar@example.invalid and harbour@example.invalid. Receipt must be evidenced; transmission alone is not receipt. The parties will first discuss a written concern in good faith, without delaying limitation periods or urgent remedies. BC law and applicable federal Canadian law govern, subject to mandatory rules and a competent court or tribunal's jurisdiction. This document and its completed project schedule record this project's terms; amendments require both parties' written approval.

Provider signer: Alex Example, Director; signature: _____; date: _____.

Client signer: Sam Sample, Director; signature: _____; date: _____.

Completion instructions

A defined ordinary business-to-business service project.

Not consumer services, employment, construction, regulated advice, sensitive-data processing or critical managed systems.

Read the entire agreement and verify each supplied name, date, amount, schedule and selected alternative with the other party. The template does not verify facts or determine suitability.

Resolve any missing schedules, authority or supporting records before signing. Obtain appropriate advice where the circumstances fall outside the stated scope.

Signature, date, witness and actual-payment/handover lines remain blank for completion by the appropriate people after the events occur. The website does not sign, witness, register or transfer anything for you.

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