

# Consulting Agreement

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## Consulting Agreement

This Consulting Agreement ("Agreement") is entered into as of [DATE] (the "Effective Date"), by and between:

Client: [CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE], with its principal place of business at [CLIENT ADDRESS] ("Client")

Consultant: [CONSULTANT LEGAL NAME / BUSINESS NAME], [an individual / a [STATE] [ENTITY TYPE]], with an address at [CONSULTANT ADDRESS] ("Consultant")

Collectively referred to as the "Parties."

### 1. Services

(a) The Consultant shall perform the following services for the Client (the "Services"):

- [DESCRIBE SERVICE 1 — e.g., "Conduct a comprehensive assessment of the Client's existing marketing operations and provide a written strategy report with actionable recommendations"]
- [DESCRIBE SERVICE 2 — e.g., "Advise on technology stack selection and oversee implementation of the selected CRM platform"]
- [DESCRIBE SERVICE 3 — e.g., "Provide ongoing strategic advisory support via weekly one-hour calls and ad-hoc email consultation"]

(b) The Consultant shall perform the Services in a professional and workmanlike manner consistent with industry standards.

(c) Exclusions. The Services do not include [DESCRIBE EXCLUSIONS — e.g., "execution of marketing campaigns, direct management of Client employees, or procurement of third-party services on the Client's behalf"].

### 2. Deliverables

The Consultant shall deliver the following (the "Deliverables"):

Deliverable  
Description  
Due Date

[DELIVERABLE 1]  
[DESCRIPTION]  
[DATE]

[DELIVERABLE 2]  
[DESCRIPTION]  
[DATE]

[DELIVERABLE 3]  
[DESCRIPTION]  
[DATE]

The Client shall have [10] business days to review each Deliverable and provide written feedback. A Deliverable is deemed accepted if the Client does not provide feedback within the review period, or upon the Client's written approval.

### 3. Compensation

(a) [OPTION A: HOURLY] The Client shall pay the Consultant at a rate of \$[AMOUNT] per hour, not to exceed [NUMBER] hours per [WEEK/MONTH] without prior written approval. The Consultant shall submit itemized time records with each invoice.

(b) [OPTION B: PROJECT FEE] The Client shall pay the Consultant a total project fee of \$[AMOUNT], payable as follows:

- \$[AMOUNT] upon execution of this Agreement
- \$[AMOUNT] upon delivery of [MILESTONE 1]
- \$[AMOUNT] upon delivery of [MILESTONE 2]
- \$[AMOUNT] upon final acceptance of all Deliverables

(c) [OPTION C: RETAINER] The Client shall pay the Consultant a monthly retainer of \$[AMOUNT], due on the [1st/15th] of each month, for up to [NUMBER] hours of Services. Hours exceeding the retainer shall be billed at \$[AMOUNT] per hour.

(d) Invoicing. The Consultant shall submit invoices [MONTHLY/UPON MILESTONE COMPLETION] to [CLIENT BILLING CONTACT/EMAIL]. Payment is due within [NET 15/NET 30] days of receipt.

(e) Late Payment. Invoices unpaid after [30] days shall accrue interest at [1.5]% per month or the maximum rate permitted by law, whichever is less. The Consultant may suspend Services if invoices remain unpaid for more than [45] days.

### 4. Expenses

(a) The Client shall reimburse the Consultant for reasonable, pre-approved out-of-pocket expenses incurred in connection with the Services, including but not limited to: travel, lodging, meals, and third-party software or services.

(b) Expenses exceeding \$[AMOUNT] per item or \$[AMOUNT] per month require the Client's prior written approval.

(c) The Consultant shall submit expense reports with receipts alongside regular invoices.

### 5. Confidentiality

(a) "Confidential Information" means any non-public information disclosed by either party, including but not limited to: business strategies, financial data, customer lists, technical specifications, trade secrets, and proprietary methodologies.

(b) Each party agrees to: (i) hold Confidential Information in strict confidence; (ii) not disclose it to third parties without prior written consent; and (iii) use it solely for the purposes of this Agreement.

(c) Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was known to the receiving party before disclosure; (iii) is independently developed without use of Confidential Information; or (iv) is required to be disclosed by law, provided the disclosing party is given prompt notice.

(d) This obligation survives termination of this Agreement for a period of [2/3/5] years.

## **6. Intellectual Property Rights**

(a) Client Ownership. All Deliverables and work product created by the Consultant specifically for the Client under this Agreement ("Work Product") shall be the sole property of the Client. To the extent any Work Product does not qualify as a "work made for hire," the Consultant hereby assigns all rights, title, and interest in such Work Product to the Client.

(b) Consultant's Pre-Existing IP. The Consultant retains ownership of any tools, methodologies, frameworks, or materials that existed prior to this Agreement or that are developed independently of the Services ("Consultant IP"). To the extent any Consultant IP is incorporated into the Deliverables, the Consultant grants the Client a non-exclusive, perpetual, royalty-free license to use such Consultant IP solely as part of the Deliverables.

(c) Portfolio Rights. The Consultant may reference the general nature of the engagement (but not Confidential Information) in their professional portfolio and marketing materials, unless the Client opts out in writing.

## **7. Non-Solicitation**

During the term of this Agreement and for [12] months thereafter, neither party shall directly or indirectly solicit, recruit, or hire any employee or contractor of the other party with whom they had material contact during the engagement, without the other party's prior written consent. This restriction does not apply to general job postings not targeted at the other party's personnel.

## **8. Term**

This Agreement shall commence on [START DATE] and continue until [END DATE], unless earlier terminated pursuant to Section 9 (the "Term"). The Parties may extend the Term by mutual written agreement.

## **9. Termination**

(a) For Convenience. Either party may terminate this Agreement for any reason upon [30] days' written notice to the other party.

(b) For Cause. Either party may terminate this Agreement immediately upon written notice if the other party: (i) materially breaches this Agreement and fails to cure the breach within [15] days of written notice; (ii) becomes insolvent or files for bankruptcy; or (iii) engages in conduct that brings the other party into disrepute.

(c) Effect of Termination. Upon termination: (i) the Client shall pay the Consultant for all Services performed and expenses incurred through the effective date of termination; (ii) the Consultant shall deliver all completed and in-progress Work Product to the Client; and (iii) each party shall return or destroy the other party's Confidential Information.

(d) Survival. Sections 5 (Confidentiality), 6 (IP Rights), 7 (Non-Solicitation), and 10 (Insurance) shall survive termination.

## 10. Insurance

(a) The Consultant shall maintain, at their own expense, the following insurance coverage during the Term:

- Professional Liability (Errors & Omissions): \$[AMOUNT] per occurrence / \$[AMOUNT] aggregate
- General Commercial Liability: \$[AMOUNT] per occurrence (if applicable)

(b) The Consultant shall provide certificates of insurance upon the Client's request.

[IF NOT REQUIRED: The Consultant is not required to maintain professional liability insurance under this Agreement. The Client acknowledges this and agrees to the limitation of liability in Section 11.]

## 11. Limitation of Liability

THE CONSULTANT'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CLIENT UNDER THIS AGREEMENT IN THE [12] MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

## 12. Independent Contractor

The Consultant is an independent contractor, not an employee, agent, or partner of the Client. The Consultant is responsible for their own taxes, insurance, and benefits. Nothing in this Agreement creates an employment or agency relationship.

## 13. Governing Law

This Agreement shall be governed by the laws of the State of [STATE], without regard to conflict of law provisions. Any disputes shall be resolved in the [state/federal] courts of [COUNTY, STATE].

## 14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements. Amendments require the written consent of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLIENT:

Signature: \_\_\_\_\_

Name: [AUTHORIZED SIGNATORY NAME]

Title: [TITLE]

Date: [DATE]

CONSULTANT:

Signature: \_\_\_\_\_

Name: [CONSULTANT NAME]

Title: [TITLE, if applicable]

Date: [DATE]