

CONSULTING SERVICES AGREEMENT

Location: _____ Effective Date: _____

Parties:

Consultant Name: _____

Consultant Address: _____

Client Name: _____

Client Address: _____

Recitals:

WHEREAS, Consultant has expertise in providing consulting services in the field of their expertise; and WHEREAS, Client desires to engage Consultant to perform consulting services pursuant to the terms and conditions set forth in this Agreement; now, therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Engagement of Services

Client hereby engages Consultant to provide consulting services as described in Exhibit A attached hereto and Consultant accepts such engagement subject to the terms of this Agreement.

2. Term

This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days written notice to the other party.

3. Compensation

Client shall pay Consultant the fees set forth in Exhibit B attached hereto. Unless otherwise agreed, payments shall be due within thirty (30) days of receipt of Consultant's invoice.

4. Expenses

Consultant shall be reimbursed for reasonable and necessary expenses incurred in connection with the performance of services under this Agreement, provided that such expenses have been pre-approved by Client.

5. Independent Contractor Relationship

Consultant is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency relationship between the parties.

6. Confidentiality

Consultant agrees to maintain in confidence and not disclose any Confidential Information of Client except as required by law or with Client's prior written consent. Confidential Information includes all non-public information relating to Client's business, technology, or operations.

7. Intellectual Property

All works, inventions, developments, improvements, know-how, and materials created by Consultant in the course of providing services under this Agreement shall be the sole and exclusive property of Client. Consultant hereby assigns to Client all rights, title, and interest therein.

8. Warranties and Representations

Consultant represents and warrants that Consultant has the right to enter into this Agreement and perform the services hereunder, and that the services will be performed in a professional and workmanlike manner.

9. Indemnification

Consultant shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of Consultant's performance of services or breach of this Agreement.

10. Limitation of Liability

In no event shall either party be liable to the other for any consequential, incidental, special, or punitive damages, even if advised of the possibility thereof. Consultant's total liability under this Agreement shall not exceed the amount of fees paid by Client to Consultant.

11. Termination

Either party may terminate this Agreement for convenience upon thirty (30) days written notice. Client may terminate immediately for cause if Consultant breaches any material term of this Agreement and fails to cure within fifteen (15) days of notice.

12. Return of Materials

Upon termination or expiration of this Agreement, Consultant shall promptly return to Client all materials, documents, and Confidential Information belonging to Client.

13. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in _____ County, _____.

14. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be attempted to be resolved by good faith negotiation between the parties. If unresolved, disputes shall be finally resolved by binding arbitration under the rules of the American Arbitration Association.

15. Notices

All notices under this Agreement shall be in writing and delivered by hand, certified mail (return receipt requested), overnight courier, or electronic mail with confirmation to the addresses set forth herein or such other address as a party may specify in writing.

16. Entire Agreement

This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations.

17. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

18. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

20. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Signatures transmitted by electronic means shall be deemed originals.

CONSULTANT'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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