

CONSULTING SERVICES AGREEMENT

Location: _____ Effective Date: _____

Parties:

Client Name: _____

Client Address: _____

Consultant Name: _____

Consultant Address: _____

1. Engagement and Services:

Client hereby engages Consultant, and Consultant agrees to provide consulting services as described in the attached Statement of Work (SOW) or as otherwise agreed in writing. Consultant shall perform services in a professional and workmanlike manner consistent with industry standards.

2. Term and Termination:

This Agreement commences on the Effective Date and continues until terminated by either party upon 30 days' prior written notice. Either party may terminate immediately for cause if the other party materially breaches this Agreement and fails to cure within 15 days after written notice thereof.

3. Compensation and Payment:

Client shall pay Consultant fees as set forth in each Statement of Work or invoice. Payments are due within 30 days of invoice date unless otherwise agreed in writing. Late payments shall accrue interest at 1.5% per month or the maximum allowed by law.

4. Expenses:

Consultant shall be reimbursed for all reasonable and approved out-of-pocket expenses incurred in connection with the services, provided that Consultant obtains Client's prior written approval for any single expense exceeding \$500.

5. Independent Contractor:

Consultant is an independent contractor and not an employee, agent, or partner of Client. Consultant shall have no authority to bind or obligate Client in any manner.

6. Confidentiality:

Each party agrees to keep confidential and not disclose any proprietary or confidential information received from the other party, except as required by law or as necessary to perform its obligations under this Agreement. This obligation survives termination.

7. Intellectual Property:

Consultant retains all right, title, and interest in any pre-existing intellectual property. Unless otherwise agreed in writing, all work products created specifically for Client pursuant to this Agreement shall be considered works made for hire and owned exclusively by Client.

8. Warranties and Disclaimers:

Consultant warrants that services will be performed in a professional manner. EXCEPT AS SET FORTH HEREIN, SERVICES ARE PROVIDED 'AS IS' WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

10. Indemnification:

Each party shall indemnify, defend, and hold harmless the other party and its affiliates, officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising out of or relating to any breach of this Agreement or negligence or willful misconduct.

11. Non-Solicitation:

During the term of this Agreement and for 12 months thereafter, neither party shall solicit for employment or hire any employee or contractor of the other party without prior written consent.

12. Governing Law and Dispute Resolution:

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). Any dispute arising out of or relating to this Agreement shall be resolved first by good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in _____ County, _____, under the rules of the American Arbitration Association.

13. Notices:

All notices required or permitted hereunder shall be in writing and shall be deemed given when delivered by hand, certified mail (return receipt requested), nationally recognized overnight courier, or email with confirmation to the addresses set forth above or such other addresses as either party may designate by notice.

14. Entire Agreement; Amendments:

This Agreement, including all exhibits and statements of work, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral. Any amendments must be in writing and signed by both parties.

15. Severability:

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most nearly reflects the parties' original intent.

16. Waiver:

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. All waivers must be in writing signed by the waiving party.

17. Counterparts and 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 instrument. Electronic signatures shall be deemed to have the same legal effect as originals.

CLIENT SIGNATURE

CONSULTANT SIGNATURE

Signature: _____

Signature: _____

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