

OF COUNSEL AGREEMENT

Location: _____ Effective Date: _____

Parties:

This Agreement is made by and between:

Law Firm Name: _____

Address: _____

Contact Person: _____

Counsel Information:

Full Name: _____

Bar Number: _____

Address: _____

Phone/Email: _____

RECITALS

WHEREAS, the Law Firm desires to retain the services of the Counsel as an independent legal advisor, and Counsel desires to provide such services to the Law Firm under the terms and conditions set forth herein.

AGREEMENT

1. Engagement and Scope of Services

The Law Firm hereby engages Counsel as an independent contractor to provide legal services on an as-needed basis, including but not limited to research, drafting, client consultations, court appearances, and other legal tasks as mutually agreed. Counsel shall perform services with due diligence and in accordance with professional standards.

2. Independent Contractor Status

Counsel acknowledges and agrees that Counsel is an independent contractor and not an employee, partner, or agent of the Law Firm. Counsel shall have no authority to bind the Law Firm except as expressly authorized in writing.

3. Compensation

Counsel shall be compensated at the hourly rate agreed upon in writing by the parties. Counsel shall submit monthly invoices detailing services rendered and hours worked. Payment shall be due within thirty (30) days of receipt of invoice.

4. Expenses

Counsel shall be responsible for all expenses incurred in connection with performance of services under this Agreement unless otherwise agreed in writing. Requests for reimbursement must be pre-approved and supported by appropriate documentation.

5. Confidentiality

Counsel agrees to maintain in strict confidence all confidential information obtained in connection with this Agreement and to use such information solely for the benefit of the Law Firm. This obligation shall survive termination of this Agreement.

6. Conflicts of Interest

Counsel represents that there are no conflicts of interest that would impair Counsel's ability to perform services under this Agreement. Counsel agrees to promptly notify the Law Firm if any conflict arises.

7. Term and Termination

This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days' written notice. Termination shall not affect any accrued rights or obligations.

8. Ownership of Work Product

All work product, documents, and materials prepared by Counsel in connection with services performed under this Agreement shall be the sole property of the Law Firm.

9. Insurance and Licensing

Counsel represents that Counsel maintains all licenses, permits, and insurance required to perform the services herein and shall remain in good standing during the term of this Agreement.

10. Indemnification

Counsel agrees to indemnify, defend, and hold harmless the Law Firm from and against any claims, damages, liabilities, costs, and expenses arising from Counsel's negligent acts, omissions, or willful misconduct.

11. Compliance with Laws

Counsel shall comply with all applicable federal, state, and local laws, rules, and regulations in performing services under this Agreement.

12. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, recognized overnight courier, or electronic means confirmed by receipt, to the addresses set forth above or as designated by notice.

13. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties agree to submit to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and agreements, whether written or oral, relating to the subject matter hereof.

15. Amendments

Any amendment or modification to this Agreement must be in writing and signed by both parties.

16. Waiver

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

17. Severability

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

18. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. No Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

20. Professional Conduct

Counsel agrees to abide by all applicable rules of professional conduct and ethics applicable to the practice of law in the jurisdiction.

LAW FIRM AUTHORIZED SIGNATURE

COUNSEL SIGNATURE

Signature: _____

Signature: _____

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