

## Consulting Agreement

This Consulting Agreement (the "**Agreement**") is entered into \_\_\_\_\_ ("Effective Date") by and between \_\_\_\_\_ (the "**Consultant**") located at \_\_\_\_\_ and \_\_\_\_\_ (the "**Client**") located at \_\_\_\_\_, also individually referred to as the Party and collectively as the Parties.

**IN CONSIDERATION OF** Consultant providing expertise and services, and Client receiving and providing compensation for the expertise and services, the Parties agree to the following:

### 1. Services

The Consultant agrees to perform the following services (the "Services"):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

### 2. Compensation

The Consultant will invoice the Client \$\_\_\_\_\_ on the first day of every month for all Services performed and all pre-approved expenses incurred during the previous month. The Client must pay the invoice within fourteen (14) calendar days. All invoices must be submitted as follows:

Electronically \_\_\_\_\_

By Mail \_\_\_\_\_

\_\_\_\_\_

All payments should be issued as follows:

Electronically \_\_\_\_\_

By Mail \_\_\_\_\_

\_\_\_\_\_

### 3. Expenses

The Consultant is entitled to reimbursement for all reasonable and necessary expenses incurred as a result of the Services. The Client must pre-approve all expenses over \$\_\_\_\_\_. The Consultant must include proof of payment and receipts for all reimbursable expenses.

### 4. Term and Termination

**4.1. Term.** This Agreement will begin on the Effective Date and will continue on a month-to-month basis.

**4.2. Termination.**

4.2.1. Either Party may terminate this Agreement at any time by providing the other Party with a thirty (30) day written notice.

4.2.2. Either Party may terminate this Agreement at any time, with or without notice, if the other Party breaches any material term of this Agreement.

### 5. Relationship of the Parties

**5.1. Binding Authority.** The Consultant does not have the authority to bind the Client to any contracts or commitments without the Client's written consent.

**5.2. Independent Contractor.** The Consultant is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

**5.3. No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties.

**5.4. Ownership.** All work products created by the Consultant in connection with performing the Services is the exclusive property of the Client and the Client is free to use the work product without any restrictions.

### 6. Confidentiality

The Consultant understands the Consultant may have access to Client's confidential information. The Consultant agrees to use the Client's confidential information solely for the purpose of performing the Services. The Consultant agrees not to share the Client's confidential information with anyone else unless required by law. The Consultant's obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.

The Client may ask the Consultant to sign a separate confidentiality agreement which is to be expressly incorporated as a part of this Agreement.

## 7. Dispute Resolution

- 7.1. Choice of Law.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by \_\_\_\_\_ law.
- 7.2. Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- 7.3. Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.
- 7.4. Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

## 8. General

- 8.1. Amendments.** This Agreement may be modified as desired by the Parties. Any and all changes to this Agreement must be made in writing, in the form of an amendment, to be signed by both Parties.
- 8.2. Assignment.** Neither Party may assign its rights, responsibilities, or obligations under this Agreement.
- 8.3. Attachments.** All attachments are expressly incorporated as an integral part of this Agreement.
- 8.4. Complete Contract.** This Agreement constitutes the Parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties, whether they were made before or after signing this Agreement. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
- 8.5. Indemnification.** The Parties agree to indemnify one another against all damages caused by their negligent acts and/or performance.
- 8.6. Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**8.7. Standard of Performance.** The Consultant acknowledges and represents the Consultant has the necessary training, experience, and credentials required to perform the Services. The Consultant agrees to follow professional standards and applicable laws when providing the Services.

**8.8. Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

## **9. Notices**

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested.

Notices must be sent to:

### **Consultant**

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### **Client**

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The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Consultant**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**Client**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_