



CONSULTING AGREEMENT

1) **Parties.** This Consulting Agreement (“Agreement”) made on _____ day of _____ 20____ is by and between:
Client: _____ (“client”), and
Consultant: _____ (“Consultant”).

In consideration of the mutual terms, the Client hereby employs the Consultant as an independent contractor under the following terms and conditions:

2) **Term.** The term of the Agreement shall commence on _____ day of _____ 20____ and will cancel upon:
_____ or _____ day of _____ 20____.

3) **Service Provided.** The Consultant agrees to provide the Client the following service(s):

4) **Pay.** The Client agrees to pay the Consultant the following for the service(s) mentioned in Section 3 of the Agreement:

a. Lump Sum: _____

b. Retainer: A fee of _____ will be invoiced to the Client on the first day of every month for all services provided and performed as well as for all the pre-approved expenses incurred the previous month

5) **Expenses.** The Consultant shall be responsible for the payment of all their own expenses during the term of this Agreement.

6) **Confidentiality.** The Consultant agrees that anything that is seen or known during their time under this Agreement shall be kept confidential for a period of _____ years after this Agreement terminates. If the Consultant uses information that could be considered a trade secret or proprietary information of the Client, the Client shall be entitled to monetary and legal compensation including, but not limited to, the right to claim damages to the fullest extent of the law and attorney’s fees.

7) **Failure.** To Provide Services. If the Consultant becomes unable to perform the services under this Agreement by reason of illness, disability or death, compensation shall cease upon the happening of the event. Such events must be verified by a licensed physician with the State.

8) **Assignment.** Neither party may assign this Agreement without the express written consent of the other party.

9) **Severability.** If any term, covenant, condition, or provision of this Agreement is held by the court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

11) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of _____.

Client Signature

Consultant Signature

Print Name

Print Name