

CONSULTING ENGAGEMENT LETTER

Client Name:

Engagement No.:

1. Introduction

This Consulting Engagement Letter (“Agreement”) is entered into between the Consultant and the Client. The Consultant agrees to provide consulting services to the Client under the terms and conditions set forth herein. This Agreement constitutes a legally binding contract enforceable under the laws of the United States.

2. Scope of Services

The Consultant shall perform consulting services as mutually agreed upon in writing by both parties. Services may include, but are not limited to, analysis, recommendations, strategy formulation, and implementation assistance. Any changes to the scope must be agreed upon in writing.

3. Term and Termination

This Agreement shall commence upon mutual execution and continue until completion of the Services or termination by either party. Either party may terminate this Agreement by providing written notice to the other party. Upon termination, Client shall pay Consultant for all services rendered and expenses incurred through the termination date.

4. Compensation and Payment

Client agrees to compensate Consultant as outlined in the attached schedule or as otherwise agreed in writing. Invoices will be submitted by Consultant and are due upon receipt unless otherwise specified. Late payments may be subject to interest charges as allowed by law.

5. Confidentiality

Consultant agrees to keep confidential all non-public information provided by Client and to use such information solely for the purpose of performing the Services. This obligation shall survive the termination of this Agreement.

6. Intellectual Property

Unless otherwise agreed in writing, all pre-existing intellectual property of each party remains their sole property. Any new intellectual property developed solely by Consultant in connection with the Services shall be owned by Consultant, subject to a license to Client to use such deliverables for internal purposes.

7. Independent Contractor

Consultant is an independent contractor and not an employee or agent of Client. Consultant has no authority to bind Client or incur obligations on Client’s behalf.

8. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, liabilities, damages, and expenses arising out of the indemnifying party's gross negligence or willful misconduct in connection with this Agreement.

9. Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of this Agreement.

10. Governing Law; 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. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

11. Dispute Resolution

The parties agree to attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. If unresolved, disputes may be submitted to mediation or arbitration as agreed upon by the parties in writing.

12. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements and understandings. Any amendments or modifications must be in writing and signed by both parties.

13. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to the addresses designated by the parties.

14. Severability

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

15. Waiver

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

16. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Electronic signatures shall be deemed as valid and binding as original signatures.

CLIENT SIGNATURE

CONSULTANT SIGNATURE

Signature: _____

Signature: _____

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