

CONSULTING SERVICES AGREEMENT

Location: _____ Date: _____

Parties:

Consultant Name: _____

Consultant Address: _____

Client Name: _____

Client Address: _____

1. Services:

Consultant agrees to perform consulting services (the “Services”) as described in Exhibit A attached hereto and incorporated herein by reference. Consultant shall use reasonable efforts, skill, and care in performing the Services consistent with industry standards.

2. Term:

This Agreement shall commence upon execution by both parties and shall continue until the completion of the Services unless earlier terminated in accordance with this Agreement.

3. Compensation:

Client agrees to pay Consultant the fees specified in Exhibit B attached hereto and incorporated herein. All payments shall be made within thirty (30) days of receipt of an invoice unless otherwise agreed in writing.

4. Expenses:

Consultant shall be reimbursed for all pre-approved reasonable and necessary expenses incurred in connection with providing the Services, upon submission of appropriate documentation.

5. Independent Contractor:

Consultant is an independent contractor and not an employee, agent, or partner of Client. Consultant shall have sole control over the manner and means of performing the Services.

6. Confidentiality:

Consultant shall hold in confidence all confidential or proprietary information disclosed by Client, and shall not disclose or use such information except as necessary to perform the Services or as authorized by Client in writing.

7. Intellectual Property:

All materials and deliverables produced by Consultant under this Agreement shall be the sole and exclusive property of Client. Consultant hereby assigns all rights, title, and interest in such materials to Client.

8. Warranties and Disclaimers:

Consultant represents that the Services will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED, CONSULTANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability:

IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

10. Termination:

Either party may terminate this Agreement for any reason by providing written notice to the other party. Upon termination, Client shall pay Consultant for all Services performed and expenses incurred up to the termination date.

11. Indemnification:

Consultant agrees to indemnify, defend, and hold Client harmless from any claims, liabilities, damages, or expenses arising from Consultant's gross negligence or willful misconduct in performing the Services.

12. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

13. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by certified mail (return receipt requested), overnight courier, or by email confirmation, to the addresses set forth above or such other addresses as may be designated by written notice.

14. Entire Agreement:

This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether oral or written.

15. Amendments:

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.

16. Severability:

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

17. 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.

18. 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 and the same instrument. Electronic signatures shall be deemed valid and binding.

CONSULTANT'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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