

Consulting Contract Template

SAMPLE

This agreement, executed on XXX is by and between XXX and XXX. XXX located in XXX, is hereinafter referred to in this agreement as the Client and XXX, is hereinafter referred to in this agreement as the Consultant.

Scope of Services: The Client seeks to utilize the skill and expertise of Consultant to perform work as related to XXX. Work will be performed in line with Client's needs and goals.

Term: The Client agrees to hire Consultant on a XXX basis commencing XXX. The terms of this contract are valid for a period of XXX, through XXX. Either party may cancel this agreement after thirty days, on two weeks notice to the other party in writing.

Estimated time frame of activities: Consultant together with Client will choose the hours to be worked by Consultant.

Compensation: Consultant's fee is \$XXX per hour.

- a. Consultant's personal expenses incurred for the purpose of fulfilling these services, (e.g. telephone, faxing, mileage etc.) will be reimbursed at cost. Travel for Client business purposes that is outside of regular visits to Client's office will be reimbursed to Consultant at the IRS Rate of Reimbursement (currently XX cents per mile).
- b. The parties agree that Consultant will devote the necessary hours per calendar week/month to fulfill its obligations under this agreement. The particular amount of time may vary from day to day or week to week.
- c. Should the scope of the project change, requiring additional consulting time, Consultant will notify Client immediately of any changes that may impact the total project fee.
- d. In the event that Consultant shall employ the services of third parties any and all expenses, costs or liability for said employment or services shall be borne exclusively by Consultant unless Consultant has requested and received approval and authorization of the Client prior to such hiring or employment.
- e. The Client shall have no liability for the cost of purchase of equipment, services and/or supplies unless Consultant has requested and received the approval and authorization of the Client prior to such purchase.
- f. The Client will make available any necessary tools and equipment when Consultant works in its office (i.e.: computer, telephone, copy machine, fax, etc.).
- g. The Consultant makes no claims of guaranteed revenue and/or outcomes from any initiatives or efforts as related to contracted work.

Payment Terms: Consultant will invoice Client at the beginning of each month for the actual time worked in the previous month and any direct expenses incurred (for phone, mail, copying, etc.).

Independent Contractor: The parties agree that Consultant will act as an independent contractor in the performance of its duties under this contract and not as an employee of the Client. Consultant shall be solely responsible for the withholding and/or payment of any and all federal income and employment tax liability, State income and employment tax liability, State sales and use tax and unemployment and workers compensation assessment or tax liability that may be applicable.

Confidentiality: Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to Consultant or its Client. Consultant will protect such information and treat it as strictly confidential. This provision shall continue to be effective after termination of this agreement.

The parties have hereunto agreed:

XXX

Your Company Name

By _____
XXX Date

By _____
Your Name Title Date