CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Client (the party receiving advice): _____, mailing address and email _____.

Consultant (the party giving advice): _____, mailing address and email _____.

1. ENGAGEMENT AND SERVICES

Client engages Consultant to provide the following consulting services (the "Services"): _____.

Consultant will deliver the following reports, plans or other items (the "Deliverables"): _____.

Any change to the Services, fees or timing must be approved by both parties in writing (email is enough). Consultant decides where, when and how to perform the Services.

2. NATURE OF THE ADVICE

Consultant gives professional analysis and recommendations with the care a competent consultant in the same field would use. Client makes its own decisions, decides whether to act on the advice, and is responsible for the results. Consultant does not guarantee any particular business outcome and may rely on information Client provides.

3. TERM AND TIME COMMITMENT

The Services start on _____. This Agreement ends (check one): [ ] when the Services are complete and paid for; [ ] on _____; [ ] when either party ends it under the "Termination" section.

Consultant will (check one): [ ] be available as Client reasonably requests, with no set hours; [ ] work up to _____ hours per month; [ ] reserve at least _____ hours per month for the Services.

4. FEES AND PAYMENT

Client will pay Consultant (check one): [ ] $_____ per hour; [ ] $_____ per day (half days at half the rate); [ ] a fixed project fee of $_____, half on signing and half on completion; [ ] a monthly retainer of $_____, paid in advance, covering up to _____ hours per month.

Success fee (optional): Client will also pay _____ if the following outcome occurs and the Services contributed to it: _____. No success fee is owed where the law forbids contingent pay or requires a license Consultant does not hold.

Consultant will invoice _____. Client will pay each invoice within _____ days. Overdue amounts bear a late charge of _____ percent per month, or the highest rate the law allows if lower.

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Expenses (check one): [ ] Consultant pays its own expenses; [ ] Client reimburses reasonable expenses at cost, with receipts, and any single expense over $_____ needs Client's written approval first.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

Consultant is an independent contractor, not an employee, partner or agent of Client, and has no authority to sign contracts or make commitments for Client. Consultant pays its own taxes, gives Client an IRS Form W-9, and is not eligible for employee benefits.

Consultant may serve other clients. Consultant will tell Client in writing about any conflict of interest that arises and will not accept referral fees or commissions connected with the Services without disclosing them first.

Consultant will carry _____ insurance with coverage of at least $_____ per claim (leave blank for none).

6. CONFIDENTIALITY

Each party will keep the other's non-public information private, use it only for this Agreement, and return or destroy it when the Agreement ends. These duties last for _____ years after the Agreement ends, and for trade secrets as long as they stay secret.

Whistleblower notice: under 18 U.S.C. section 1833(b), an individual is not liable under any federal or state trade secret law for disclosing a trade secret in confidence to a government official or a lawyer solely to report or investigate a suspected violation of law, or in a court filing made under seal.

7. WORK PRODUCT AND KNOW-HOW

Consultant assigns to Client all rights in the reports and other materials Consultant creates specifically for Client (the "Work Product") once Client has paid for them.

Consultant keeps its frameworks, models, templates and tools owned before this Agreement, including _____, and its general skills and know-how, and gives Client a permanent, non-exclusive license to use any of these that are built into the Work Product.

8. LIABILITY AND TERMINATION

Neither party is liable for indirect or consequential damages, and each party's total liability is limited to the fees paid or payable in the 12 months before the claim. These limits do not apply to unpaid fees, confidentiality breaches, fraud, gross negligence or willful misconduct.

Either party may end this Agreement with _____ days' written notice, or for a material breach not cured within 15 days after written notice. Client will pay for Services performed and approved expenses incurred up to the end date.

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9. GENERAL TERMS

The laws of _____ govern this Agreement, and disputes will be decided in the courts located there. This Agreement is the whole agreement between the parties about the Services and may be changed only in writing approved by both. If a court finds any part unenforceable, the rest stays in effect. It may be signed electronically and in counterparts.

Additional terms: _____

Note: calling someone a consultant does not make them an independent contractor. California, Massachusetts and New Jersey presume an individual is an employee unless all three parts of an ABC test are met. California and North Dakota also void most restraints on working for others.

SIGNATURES

Client

Signature: _____ Date: _____

Printed Name: _____

Consultant

Signature: _____ Date: _____

Printed Name: _____

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