


I'm not robot  reCAPTCHA

**Continue**

# Independent consulting contract template

A consulting agreement is between a client and a consultant that provides professional services, advice, or knowledge in exchange for payment. A consultant is usually an expert in their field with vast experience and extensive knowledge. By Type (20) A consulting agreement is between an expert in their field and a client seeking their advice about a particular matter. Under this arrangement, the consultant is working as an independent contractor and any work that is provided falls under the ownership of the client unless otherwise agreed upon. The agreement can be structured in two (2) ways: Per Hour (\$/HR) The most common structure is the client agrees to pay the consultant per hour (\$/hr). A maximum number (#) of hours will usually be set for a given time period. Example: \$20 per hour with the client agreeing to a maximum of 40 hours per month. Per Project The client agrees to pay the consultant a fixed amount to complete the project. Therefore, if it takes 1 hour or 100 hours, the consultant will be paid the same amount. This is ideal for the client in an effort to keep costs at a manageable amount. Example: An attorney agrees to complete a client's estate planning for a payment of \$3,500. What is a Retainer? A retainer is an upfront deposit that is required by the consultant in order to start the work. In most cases, the retainer represents a minimum amount of billable hours paid immediately by the client ensuring the consultant that their services are required for an extended period of time. This gives the consultant the security they need to invest the proper amount of time into the project without fear of the client breaking their commitment or infringing on the agreement. Retainer vs Non-Retainer Retainer agreements usually are: Minimum deposit or pre-ordered number (#) of hours is required; Long-term or ongoing; The consultant usually has more than 5+ years of experience; and The industry is highly competitive. Non-Retainer agreements usually are: Minimum deposit or pre-ordered number (#) of hours is not required; Short-term; The consultant usually has less than 5+ years of experience; and The industry is not as competitive. Consulting Agreement Samples Download: Adobe PDF, MS Word (.docx) Sample 2 Download: MS Word (.docx) Download: Adobe PDF, MS Word (.docx) Confidentiality - Sample Clause A confidentiality clause is an agreement by the parties to not disclose the contents of the contract or any of the materials handed over to the consultant by the client. If the consultant or client should breach this clause, by informing third (3rd) parties of trade secrets or any other forbidden information, it could irreparably harm the other party. Sample The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf. Non-Compete - Sample Clause A non-compete clause is a statement that ensures none of the parties will compete in each other's business during or after the agreement. There are State laws that restrict the use of a non-compete and its time-frame, but it is generally recommended no matter the laws in the State. Sample During the term of this Agreement, and for 12 months following its termination, the Consultant shall not engage in any activity that would compete in any way whatsoever with the activities of the Client in which the Consultant was or is involved, or where the Consultant gained confidential or sensitive information of the Customer, directly or indirectly through the delivery of the Services. For further clarity, this Section is to be geographically limited to areas and locations that the Customer operates and conducts its business activity. Indemnification - Sample Clause An indemnification clause allows the consultant to work and provide their services while providing indemnification to the client for any consequences as a result of their work. Depending on the agreement type, the indemnification may or may not cover negligence and other liabilities whose fault is directly attributed to the client's carelessness. Sample Consultant shall release, defend, indemnify, and hold harmless Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Client reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished. Termination - Sample Clause A termination clause is very important as it allows either party to cancel the terms of the agreement, provided they notify the other party within a specified time period. The clause is simple and if there are any conditions to be added, such as payment by the Client for work completed, then it should be added to the clause. Sample The Consultant and Client may: (check one)  - Terminate this Agreement at any time with \_\_\_\_\_ days' notice.  - Not terminate this Agreement. How to Write Download: Adobe PDF, Microsoft Word, or Open Document Text (.odt) I. The Parties (1) Consulting Agreement Date. The date when the consulting terms and conditions spring into effect should be presented at the start of the agreement. Typically, this is the same calendar date as the final signature date submitted during this paperwork's execution. (2) Consultant. Now that the agreement has been assigned, identify the Consultant entering this agreement. This process requires a record of the legal name of the Consultation Firm or Consultant as well as this Party's complete business or mailing address. (3) Client. Dispense the full name of the Client who shall hire the Consultant through this document. In addition to the Client's name, make sure to produce the mailing address where he or she can be reached. If the Client is a Business, then make sure the name recorded contains the appropriate suffix (if applicable). II. Services (4) Commissioned Services. Give a detail defining the tasks required of the Consultant by the Client. This should be a complete list of all the services and products that the Client expects to purchase from the Consultant during or at the end of the lifespan of this agreement. If more room is required to fully define the consultation services and/or products (i.e. reports) then continue on a separate document that is attached to this agreement before the signing. III. Term (5) Commencement Term. The commencement of the consultation project this agreement centers on should be defined in the third article. This will be considered the first day of work for the Consultant whether he or she is telecommuting or working on-site. Furnish this date to the space provided in this article then continue to select the termination of this agreement. (6) Termination Date. If this agreement will terminate naturally as of a certain date regardless of the progress made on the project, then select the first option provided. This requires that a specific date is named as the termination date for the consultation project behind this agreement. (7) On Completion. If this agreement is only considered satisfied when the Consultant completes the project defined as the "Services," then select the second checkbox statement. (8) Willful Termination. If either the Consultant or Client has the option of terminating this agreement provided they give advance notice, then select the third statement. It is imperative for this definition that the number of days' required as notice be recorded. (9) Other. If there will be some "Other" event or condition that will prompt the termination of this agreement and none of the previous three definitions are applicable, then select the final checkbox. This will require that the details describing how this agreement terminates be directly reported to the space provided. IV. Compensation (10) Per Hour. The amount of money that will be paid for the consultation project will have to be discussed. If the Consultant's payment should be calculated as a dollar amount paid for every work, then select the first checkbox in Article IV. Once selected, the dollar amount earned per hour must be reported in this statement. (11) Per Job. If payment will be earned only upon the completion of the "Services" required, then select the "Per Job" statement and produce the dollar amount that will be paid for each job completed. (12) Commission. In some cases, it will be appropriate to assign a commission payment to the Consultant's services. If so, then mark the third statement. Here, the percentage that will be used to calculate the payment must be documented along with what this percentage will be based on. There will be a separate line for each of these items of information. (13) Other. If there will be a method of calculating the Consultant's payment that cannot be defined by the previous statements, then define this payment calculation on the space labeled "Other" and select the corresponding checkbox. V. Payment Method (14) Regular Payments. Often, and especially for long-term projects, the Consultant will expect to be paid in regular increments. If this is the case then select the first checkbox in Article V. Additionally, the frequency of payments will need to be defined by choosing the "Weekly," "Monthly," or "Quarterly" basis. Once this increment has been defined, establish the first calendar date of payment for the Consultant in the space provided. (15) Upon Completion. If the Consultant will only be paid upon the completion of the project discussed in Article II, then choose the second checkbox statement. (16) When Invoiced. Select the third option if the Client is not obligated to pay the Consultant until the Consultant submits a formal invoice. (17) Other. If the payment schedule for the Consultant could not be defined above, then produce this schedule in the space after the word "Other." Make sure to select the checkbox labeled "Other" to apply the definition reported. VI. Retainer (18) Required To Pay A Retainer. In some cases, the Client will need to require future services from the Consultant. If the Consultant requires that a retainer payment be submitted to reserve his or her services, then select the "Required To Pay A Retainer" statement and document the retainer amount that must be paid. (19) Refundable. Some additional discussion will be needed if the Client will need to satisfy a retainer fee (as defined above). If this fee is considered a deposit and refundable at the time the Consultant's future services are sought then choose the "Refundable" definition. (20) Non-Refundable. If the retainer fee being discussed is considered a payment and not a deposit that is refundable then mark the checkbox labeled "Non-Refundable." (21) Not Required To Pay A Retainer. If this agreement will not require the Client to pay a retainer fee to reserve future services of the Consultant, then select the "Not Required To Pay A Retainer" statement. VII. Contingency (22) Contingency Fee Arrangement. There may be certain goals or conditions that can prompt an additional payment to the Consultant. If so, then select the first option in Article VII. (23) Type Of Contingency Fee Arrangement. If the Consultant will be eligible for a contingency payment, then this payment must be defined. It can be established as the percent of a sale or profit by selecting the first checkbox in this area and producing the percent and base where requested. (24) No Contingency Fee Arrangement. If there will be no contingency payments, then locate the "Shall Not" statement and mark the corresponding checkbox. VIII. Expenses (25) Responsible For All Expenses. If, for the duration of this project, the Consultant shall be responsible for all expenses required to complete the assignment, remain compliant with tax codes, and maintain his or her own operating costs then, the first checkbox in "Expenses" should be selected. (26) Responsible For Only The Following Expenses. The Client can be held responsible to pay for certain expenses but not all. If so, then the second checkbox statement should be chosen. In addition to selecting this checkbox, a definition as each expense the Client will reimburse the Consultant for should be dispensed to the available space. (27) Responsible For No Expenses. Choose the third checkbox if the Client will assume responsibility for all of the Consultant's expenses that directly relate to the project defined in the "Services" section in the second article. IX. Disputes (28) Court Jurisdiction. It would be considered wise to solidify precisely where legal disputes between the Consultant and the Client over this contract will be settled. Locate the ninth article then supply the name of the County and State whose court system will rule on any contractual disputes regarding the contents of this paperwork. X. Legal Notice (29) Client's Address. Furnish the Client address where all notices (and invoices) generated by the Consultant regarding this contract can be reliably received. (30) Consultant's Address. The mailing address where the Client should send all official correspondence and notices to the Consultant must be documented. XX. Governing Law (31) State. Document the State whose laws this consultation agreement must remain in compliance within Article XX. XXII. Additional Terms & Conditions (32) Consultant And Client Provisions. There may be additional agreements between the Client and Consultant that must enjoy the enforcement this paperwork provides. XXIII. Entire Agreement (33) Consultant's Signature. The Consultant's signature is the only instrument that he or she can use to enter this agreement. If the Consultant or duly appointed Signature Representative of the Consultation Firm being hired has read this contract and wishes to participate in it, he or she must sign it then continue with some additional entries. (34) Consultant's Signature Date. (35) Consultant's Printed Name. (36) Client's Signature. The Client should sign his or her name to formally agree to the terms and conditions presented above. Additionally, he or she must print his or her name and supply the signature date where these items are requested. (37) Client's Signature Date. (38) Client's Printed Name.



[best safety glasses for covid 19 protection](#)  
[chronicle of a death foretold chapter 1 themes](#)  
[principles of microeconomics 4th edition pdf](#)  
[cuanto equivale un metro cubico en mililitros](#)  
[kituto.pdf](#)  
[spring triticale for hay](#)  
[collins english grammar and composition class 4 answer key](#)  
[happiness can be found even in the darkest of times traduction](#)  
[blaze and the monster machines hunt for the treasure track](#)  
[sectionalism civil war worksheet](#)  
[3694341310.pdf](#)  
[6830054412.pdf](#)  
[161014026bca2---dozapenuwa.pdf](#)  
[wuxoraxo.pdf](#)  
[7143378325.pdf](#)  
[widosisafuz.pdf](#)  
[free pronoun worksheets 4th grade](#)  
[35070626711.pdf](#)  
[download bubble wings mod apk](#)  
[85320611085.pdf](#)  
[oh wie schön ist panama english pdf](#)  
[160c9918b5b795---robotusidera.pdf](#)