

BASIC CONSULTING AGREEMENT

Parties: _____

Consultant Information:

Full Name or Business Name: _____

Address: _____

Phone / Email: _____

Client Information:

Full Name or Business Name: _____

Address: _____

Phone / Email: _____

Agreement Details:

Services to be provided: _____

Consulting Fee: _____ USD

Payment Terms: _____

1. Engagement and Services

The Client hereby engages the Consultant to perform the consulting services as described above (the “Services”), and the Consultant agrees to provide such Services under the terms and conditions set forth in this Agreement.

2. Compensation

The Client shall pay Consultant the fees set forth above for the Services rendered. Payment shall be made according to the Payment Terms. Consultant shall be responsible for all taxes related to compensation received.

3. Term and Termination

This Agreement shall commence upon execution and continue until completion of the Services or termination by either party upon written notice. Upon termination, Client shall pay Consultant for all Services performed through the termination date.

4. Independent Contractor

Consultant is an independent contractor and not an employee, agent, or partner of Client. Consultant shall have no authority to bind or obligate Client in any manner.

5. Confidentiality

Consultant agrees to maintain the confidentiality of all proprietary or confidential information disclosed by Client during the term of this Agreement and not to disclose such information without Client's prior written consent.

6. Intellectual Property

All intellectual property developed or delivered by Consultant in connection with the Services shall be the sole and exclusive property of Client. Consultant hereby assigns all rights, title, and interest in such property to Client.

7. Warranties and Representations

Consultant represents and warrants that it has the necessary qualifications, skills, and resources to perform the Services

and that the Services will be performed in a professional and workmanlike manner.

8. Limitation of Liability

Except for damages resulting 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 or relating to this Agreement.

9. Indemnification

Each party shall indemnify, defend, and hold harmless the other party from and against any claims, losses, liabilities, damages, and expenses arising out of the indemnifying party's breach of this Agreement or gross negligence.

10. Governing Law and 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. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, understandings, or representations.

12. Amendments

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

13. Notices

All notices under this Agreement shall be given in writing and shall be deemed delivered when delivered in person, by certified mail, overnight courier, or electronic mail with confirmation.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

15. Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

16. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall be deemed valid and binding.

17. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

18. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, Client shall not solicit or hire Consultant's employees or contractors without Consultant's prior written consent.

19. Dispute Resolution

The parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation or mediation before resorting to litigation.

20. Signatures

The parties have executed this Agreement as of the date first written above.

CONSULTANT'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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