

SHORT CONSULTING AGREEMENT

Parties: _____

Consultant Information:

Full Name or Legal Entity: _____

Address: _____

Phone/Email: _____

Client Information:

Full Name or Legal Entity: _____

Address: _____

Phone/Email: _____

Agreement Details:

Engagement Scope: _____

Term of Agreement: _____

Compensation and Payment Terms: _____

1. Engagement

Client hereby engages Consultant to provide consulting services as described in the Scope of Work set forth herein, and Consultant accepts such engagement under the terms and conditions of this Agreement.

2. Scope of Work

Consultant shall perform consulting services as detailed in the Engagement Scope section above. Any modifications or additions to the scope must be agreed to in writing by both parties.

3. Term and Termination

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party upon written notice. Termination shall not relieve Client of any payment obligations for services rendered prior to termination.

4. Compensation

Client agrees to pay Consultant the sum specified in the Compensation section above, payable pursuant to the agreed payment schedule. All payments are due upon receipt of invoice unless otherwise stated.

5. Expenses

Unless otherwise agreed in writing, Client shall reimburse Consultant for all reasonable and necessary expenses incurred in connection with the performance of services under this Agreement.

6. Independent Contractor

Consultant is an independent contractor and not an employee, partner, or agent of Client. Consultant shall have no authority to bind Client or incur obligations on its behalf without prior written consent.

7. Confidentiality

Consultant agrees to maintain in strict confidence all proprietary or confidential information received from Client and

shall not disclose such information to any third party without Client's prior written consent.

8. Intellectual Property

All work products, deliverables, and inventions created by Consultant specifically for Client under this Agreement shall be deemed works made for hire and shall be the sole property of Client. Consultant retains no rights thereto.

9. Warranties and Disclaimers

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

10. Indemnification

Consultant agrees to indemnify and hold Client harmless from any claims, damages, liabilities, or expenses arising out of Consultant's gross negligence or willful misconduct in performing services under this Agreement.

11. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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 conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, oral or written, relating thereto.

14. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

15. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, certified mail, or by email with confirmation of receipt.

16. Severability

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

17. Waiver

No waiver of any breach or default shall constitute a waiver of any other breach or default or invalidate this Agreement.

18. Force Majeure

Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, government action, labor disputes, or natural disasters.

19. Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

CONSULTANT'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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