



Contracts & Legal 101 for Fractionals

Use these Client Services Agreement and NDA templates to set clear expectations and protect your business from day one. For added confidence, consider having a lawyer review or customize them for your specific needs.



Introduction

Before you land your first client, it's critical to have basic legal protections in place. Contracts set clear expectations, protect your work and income, and establish trust with your clients from the outset.

This document provides general templates for a Client Services Agreement (CSA) and a Non-Disclosure Agreement (NDA) that you can customize for your specific business needs.

⊗ **Important:** These templates are intended as a starting point and educational resource only. They do not constitute legal advice.

We strongly recommend that you consult a licensed attorney to review and finalize any contract you use, ensuring it complies with your local laws, specific business needs, and industry standards.

[Hey CMO](#) is not responsible for the enforceability, legality, or outcome of using these templates. Use these as a helpful guide, but always have your final contract documents vetted by legal counsel.

What You'll Find Inside

Contract Checklist

What to double-check before sending to clients

Client Services Agreement

Customizable template for your client engagements

Non-Disclosure Agreement

Customizable template to protect confidential information



Must-Have Clauses in Your Client Contract



Scope of Work

Define exactly what's included (and what's not).



Payment Terms

When you invoice, include the payment due date and what happens if payment is late.



Termination Clause

How either party can end the agreement (and notice period).



Intellectual Property

Who owns what after the project is complete?



Limitation of Liability

Limit your financial risk in the event of unforeseen circumstances.



Confidentiality

Keep sensitive business info private.



Dispute Resolution

Define how disputes will be handled, prioritizing mediation as the initial approach, with court intervention as a last resort.

Essential Practices for Client Contracts

Always send a contract before starting work

No exceptions. Protect yourself and set clear expectations from the start.

Keep contracts readable

Plain English is fine. Overly complicated legalese can confuse or deter clients.

Clearly outline your scope of work

This prevents any confusion or misunderstandings about deliverables or responsibilities.

Include an auto-renewal clause

This saves you from having to re-sign a new agreement every time.

Set a minimum contract term

Avoid going month-to-month where possible. A 3–6 month minimum gives you greater income predictability.

Provide a fully signed copy

It's professional and ensures everyone has a clear record of the agreement.

- ❏ **Consider hiring a lawyer to customize your templates once you're earning a consistent income** – A little upfront investment can save you major headaches later.

Client Services Agreement (CSA)

PARTIES

(Company Name), referred to as "Company,"

(Client Name) referred to as "Client"

PROJECT PROCESS

This contract between (Company Name) and Client outlines a framework for collaboration aimed at achieving mutually defined goals. (Company Name) will provide Fractional Marketing Services, focusing on understanding the Client's business landscape and market dynamics to support their growth and success.

PROJECT SCOPE OF WORK

Assignment of a Fractional Marketing CXO for up to 10-12 hours per week and coordination of supporting resources if necessary.

MARKETING OBJECTIVES

Together, (Company Name) and Client aim to:

- List objectives here.
- List objectives here.
- List objectives here.
- List objectives here.

PROPOSED TECHNOLOGY

Technology needs will be evaluated throughout the engagement and proposed as appropriate. As the Fractional CXO and their team gain deeper insight into the Client's business, they may recommend technology upgrades or request approval for new paid tools. All costs related to these tools, including CRMs, project management systems, email automation platforms, landing page builders, advertising platforms, and more, will be the sole responsibility of the Client. This ensures the Client retains full ownership and control of all technology solutions, with no dependencies or obligations to (Company Name).

INITIAL CREDENTIALS REQUIRED

- Google Analytics or equivalent analytics tracking software credentials
- Additional website access or admin credentials, as necessary
- Social media account credentials
- CRM and reporting tool credentials
- Project management tool credentials
- A/B or MVT testing or heatmap tool credentials
- Any additional credentials deemed necessary

PRICING AND PAYMENT TERMS

Fractional Services

(Company Name) offers a comprehensive service package that includes access to a Fractional Lead and Paid Placement Team, as well as product management and website optimization services, for a fee of \$xxx/month. This comprehensive package covers up to 12 hours of service per week.

Additional Fees

Any hours beyond 48 hours per month will incur an additional charge of \$xxx per hour, billed separately.

Payments for the total monthly fee of \$xxx will be invoiced in advance and are due before the start of each service month. The payment can be processed through ACH, a card on file, or another pre-arranged method. Client is responsible for covering any associated credit card transaction fees.

In cases where additional services or support for extra domains are required beyond the standard scope outlined, these will incur additional charges. Such charges will be determined and discussed as needed throughout the contract term, ensuring transparency and mutual agreement on any adjustments that may be made.

CONTRACT DURATION AND RENEWAL

Effective Period

This agreement is effective from (Date), and will remain in force until (End Date).

Renewal Terms

This agreement will automatically renew at the end of each term unless either party provides written notice of cancellation at least thirty (30) days before the renewal date. If no notice is given, the agreement will renew under the same terms and conditions for a subsequent term. Either party may terminate this agreement with thirty (30) days' written notice at any time after the initial term.

TRAVEL EXPENSES

If a member of (Company Name) travels for this engagement, Client shall reimburse (Company Name) for additional hours worked outside the 12 hours per week at a rate of \$xxx per hour. Additionally, Client will cover reasonable and customary travel expenses, which include, but are not limited to:

- Airfare
- Ground Transportation
- Lodging
- Event tickets or entrance fees
- Per diem of \$xxx to cover meals and related out-of-pocket expenses

All travel must be pre-approved in writing by the Client before booking. (Company Name) will submit a detailed travel expense report, along with the invoice, for reimbursement upon completion of the travel.

All work completed by (Company Name) under this agreement shall be considered "Work for Hire," meaning Client will retain sole ownership of all final deliverables created during the term of this agreement, subject to full payment.

VACATION POLICY

For every six months this contract is active, the Fractional CXO is entitled to two weeks of paid time off. During this time, the Client agrees that the Fractional CXO will not be available for communication. The Fractional CXO agrees to inform the Client of their vacation schedule in advance.

TERMS

Client expressly acknowledges that (Company Name)'s fees are NOT contingent on the outcome or results of the services provided under this agreement. (Company Name) makes no warranties or guarantees of any kind, expressed or implied. No illegal or unethical services will be knowingly provided by (Company Name), and Client certifies that he/she/it is not knowingly requesting any illegal services. (Company Name) reserves the right to decline or terminate, without advance notice, any assignment we deem to be illegal, unethical, or, in (Company Name)'s sole opinion, detrimental to (Company Name). (Company Name) will perform services in compliance with all state and federal laws, regulations, and best practices. (Company Name) is an LLC registered in (Registered State LLC), and therefore this and any subsequent contract is governed by (Registered State LLC) laws.

(Company Name) reserves ownership rights to any internal tools, templates, worksheets, or proprietary processes used to develop Client's marketing strategy but grants Client a "fair use" license to continue using those materials internally after the contract concludes.

(Company Name) is committed to long-term client success and will offer additional recommendations for optimizing your business, marketing presence, and operations where appropriate.

DISCLAIMER AND AGREEMENT TO THE SCOPE OF WORK

This agreement is entered into as of DATE, by and between (Company Name), referred to as "Company" with its principal place of business at (Address), and Client, referred to as "Client" with its principal place of business at (Client Address). The two companies previously listed are collectively referred to as the "Parties."

The client may choose to pay via ACH or Credit Card. All credit card payments are subject to a 3% processing fee. Unpaid amounts are subject to a 1.5% monthly finance charge on any outstanding balance or the maximum permitted by law, whichever is lower, plus all collection expenses, and may result in immediate termination of service.

The client agrees that during the contract hereunder, and for the one (1) year period immediately following the completion or dissolution of the contract for any reason, the Client shall not solicit or contact any established client, customer, contractor, or employee of (Company Name) to induce or encourage such established client, customer, contractor, or employee to discontinue or curtail any business relationship with (Company Name).

The Client understands that the results of services, by nature, are not guaranteed and are limited by time and resources. The outcome of the services provided may not always align with the Client's expectations. Additionally, the Client acknowledges that changes to third-party software are beyond (Company Name)'s control, and therefore, (Company Name) shall not be held liable for any loss of revenue resulting from the discontinuation of services by third-party vendors.

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into as of (Date) (the "Effective Date"), by and between (Company Name), with its principal place of business at (Company Address) ("Company"), and (Client Name), with its principal place of business at (Client Address) ("Client").

1. Purpose

This Agreement is entered into in connection with discussions and exchanges of information related to evaluating potential business relationships, ongoing collaborations, or other agreed-upon activities (collectively, the "Purpose"). It enables open discussions while protecting against unauthorized disclosure or misuse of Confidential Information (as defined below).

2. Confidential Information

Each party may disclose to the other certain non-public, proprietary, or confidential information, including but not limited to:

- Business, financial, technical, marketing, engineering, customer, and supplier information
- Research, designs, methods, processes, systems, and know-how
- Other data identified as confidential at the time of disclosure (collectively, "Confidential Information")

Both parties agree to take reasonable measures to maintain the confidentiality of such information and use it solely for the purpose. No license or transfer of intellectual property rights is granted through this Agreement.

3. Exclusions

Confidential information does not include information that:

- Is or becomes publicly available without breach of this Agreement;
- Is already lawfully known by the receiving party at the time of disclosure;
- Is independently developed by the receiving party without use of or reference to the disclosing party's information;
- Is lawfully received from a third party without restriction; or
- Is required to be disclosed by law, regulation, or court order (with prompt notice to the disclosing party, where allowed by law).

4. Term

The obligations under this Agreement shall remain in effect for a period of three (3) years from the Effective Date, or until such time as the Confidential Information no longer qualifies as confidential, whichever is later.

5. Return or Destruction of Materials

Upon written request by the disclosing party, the receiving party shall promptly return or destroy all materials containing Confidential Information, and provide written certification of such return or destruction within ten (10) days.

6. Remedies

The parties acknowledge that any unauthorized disclosure or use of Confidential Information may cause irreparable harm not adequately compensated by monetary damages. Accordingly, the non-breaching party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or equity.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. The parties agree that any disputes shall be resolved exclusively in the state or federal courts located in (County), (State).

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SIGNED BY: _____

(Representative Name, (Company Name))

Date: _____

SIGNED BY: _____

(Client Representative Name)

Date: _____

Legal Disclaimer



Note: These templates are for general use. Clients are encouraged to have legal counsel review templates for state-specific or industry-specific requirements.

While these templates provide a solid foundation for your client relationships, laws vary by state and industry. What works for one Fractional may need adjustment for another based on location, services offered, and client industry.

Consider these templates as starting points that should be customized to your specific situation with professional legal guidance.



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