



Consulting Agreement Template

Prepared for [Client company]
Created by [Consultant company]

[Company]

This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement between [Company] having its principal place of business at [Company address] (the “Consultant”), and [Client company] (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of [Consulting field]; and

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to [Scope of consulting services] according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Term

This Agreement shall begin on [Begin date] and continue for [time period].

- 1 Either Party may terminate this Agreement for any reason with [Days written notice] days written notice to the other Party.

2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to [Scope of consulting services] (the Consulting Services).

3. Compensation

In consideration for the Consulting Services, the Client shall pay the Consultant at the rate of \$[Rate] per hour. The Consultant shall invoice the Client once every [Invoice time frame] and such invoices shall be due and payable within [Invoices payable within time frame] days of the Client’s receipt of the invoice.

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

5. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

6. Noncompetition

During the term of this Agreement and for [Number months for noncompetition] months thereafter, the Consultant shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Client or any of its subsidiaries, including any company engaged in [Type of business].

7. Nonsolicitation of Customers

During the term of this Agreement and for [Number months for customers] months thereafter, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors.

8. Nonsolicitation of Employees

During the term of this Agreement and for [Number months for employees] months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

9. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.



PandaDoc tip | An example of when this clause comes into play: in the event a third party sues the Consultant for the Client doing or deciding not to do something based on the Consultant's advice, then the Client will cover the costs to the Consultant in such an action.

10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

11. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [State] and subject to the exclusive jurisdiction of the federal and state courts located in [County], [State].

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[Company]

_____	_____	_____
[First name]	[Last name]	[Title]

[Client]

_____	_____	_____
[First name]	[Last name]	[Title]