**BUSINESS ADVISORY AGREEMENT**

This agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is made By and Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as "Company", AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as "Expert".

1. **Advisory Services.** The Company hereby employs Expert to perform the following services in accordance with the terms and conditions set forth in this agreement: Expert will advise the officers and employees of the Company concerning matters relating to the management and organization of the Company, their financial policies, the terms and conditions of employment, and generally any matter arising out of the business affairs of the Company. The scope and deliverables of this service are outlined in Appendix A - Statement of Work.
2. **Terms of Agreement:** This agreement will begin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will end \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery.
3. **Time Devoted by Expert**. It is anticipated the Expert will spend approximately \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week. However, Expert shall devote a minimum of \_\_\_\_\_\_\_\_\_\_\_ per month to its duties in accordance with this agreement. The milestone and timeline of this service are outlined in Appendix A - Statement of Work.
4. **Place:** Where Services Will Be Rendered. The Expert will perform most services in accordance with this contract at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In addition the Expert will perform services on the telephone and at such other places as designated by the Company to perform these services in accordance with this agreement.
5. **Payment to Expert:** Expert will be paid at the rate of $\_\_\_\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_ for work performed in accordance with this agreement. The Expert will submit an itemized statement setting forth the time spent and services rendered, and the Company will pay Expert the amounts due as indicated by statements submitted by Expert within ten (10) days of receipt. The payment schedule and amount are outlined in Appendix A - Statement of Work.
6. **Independent Contractor:** Both the Company and the Expert agree that the Expert will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Expert shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Expert’s activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.
7. **Confidential Information:** The Expert agrees that any information received by the Expert during any furtherance of the Expert's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Company will be treated by the Expert in full confidence and will not be revealed to any other persons, firms or organizations.
8. **Employment of Others:** The Client may from time to time request that the Expert arrange for the services of others. All costs to the Expert for those services will be paid by the Company but in no event shall the Expert employ others without the prior authorization of the Company.
9. **Signatures:** Both the Client and the Expert agree to the above contract.

Witnessed by:

|  |  |  |
| --- | --- | --- |
| [Client name] |  | [Expert name] |
| Company name |  | Company name (Optional) |
|  |  |  |
| Full name |  | Full name |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Date |  | Date |

NOTICE The information in this document is designed to provide an outline that you can follow when formulating business or personal plans. Due to the variances of many local, city, county and state laws, we recommend that you seek professional legal counseling before entering into any contract or agreement.

**Appendix A**

**Statement of Work**

|  |  |
| --- | --- |
| **Date:** | [insert date] |
| **Client:** | [insert the Company’s name] |
| **Job Name:** | [insert engagement name] |
| **Requested by:** | [insert the Company sponsor’s name] |
| **From:** | [insert the Expert name] |

1. **Summary**

[provide the “why” – include an introduction, the marketing or business objectives of the project, and a very brief overview of the scope (only a sentence or two)]

1. **Project Scope**

This SOW covers the following activities and deliverables.

[include a detailed description of the scope. Include as many assumptions to clearly define what is, and what is not, included. Also include a detailed list of deliverables, including a description of each deliverable]

1. **Project Timeline**

| Task | | Finish Date |
| --- | --- | --- |
|  |  |
|  |  |
|  |  |

1. **Estimated Cost**

All costs listed below are based on the scope and assumptions included in this Statement of Work.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | | | Price | Cost Structure |
| Agency fees: | | | $99,999 | Fixed fee basis |
|  | | |  |  |
| Out Of Pocket fees: | | | $99,999 | Time and materials basis |
|  | [include breakdown of expenses] | $99,999 |  |  |
|  | [include breakdown of expenses] | $99,999 |  |  |
| **TOTAL** | | | **$999,999** |  |

[include payment terms]

The following is the payment schedule.

| Invoice Date | | Invoice Amount |
| --- | --- | --- |
|  |  |
|  |  |
|  |  |

# Acceptance

The client named below verifies that the terms of this Statement of Work is acceptable. The parties

hereto are each acting with proper authority by their respective companies.

|  |  |  |
| --- | --- | --- |
| [Company name] |  | [Expert name] |
| Company name |  | Company name (Optional) |
|  |  |  |
| Full name |  | Full name |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Date |  | Date |