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#14 CONSULTING AGREEMENT

Also serves as: Vendor Agreement (Short Form)

This Consulting Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] by and between:

Client: [PARTY A NAME], a [PARTY A ENTITY TYPE] with a principal address of [PARTY A ADDRESS] ("Client")

Consultant: [PARTY B NAME], a [PARTY B ENTITY TYPE] with a principal address of [PARTY B ADDRESS] ("Consultant")

This Agreement also serves as a Vendor Agreement (Short Form).

1. Engagement and Scope of Services

Client hereby engages Consultant to provide the consulting services described in Exhibit A (the "Services"). Consultant shall perform all Services in a professional and workmanlike manner, consistent with applicable industry standards and the specifications set forth in Exhibit A.

Consultant shall commence the Services on [START DATE] and complete the engagement by [END DATE], or as otherwise agreed in a written amendment signed by both Parties. Any changes to the scope of Services must be documented in a written change order signed by authorized representatives of both Parties.

2. Independent Contractor

Consultant is an independent contractor. Nothing in this Agreement creates or shall be construed to create an employment, partnership, joint venture, franchise, or agency relationship between the Parties. Consultant is solely responsible for all taxes, benefits, insurance, workers' compensation, and other obligations arising from or related to Consultant's compensation. Client shall have no obligation to provide Consultant with any employee benefits.

[NOTE: Independent contractor classification is subject to multi-factor tests that vary by state and federal law. Misclassification carries significant legal and financial risk. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this classification.]

3. Fees and Payment

3.1 Consulting Fee. Client shall pay Consultant a fee of [DOLLAR AMOUNT], structured as a [FEE STRUCTURE] (for example: per hour, monthly retainer, or project fee, as specified in Exhibit A).

3.2 Invoicing. Consultant shall submit invoices to Client on a [INVOICE FREQUENCY] basis. Payment is due within [PAYMENT DUE DAYS] calendar days of Client's receipt of a valid invoice.

3.3 Expenses. Client shall reimburse Consultant for documented, pre-approved out-of-pocket expenses incurred in connection with the Services, within [EXPENSE REIMBURSEMENT DAYS] calendar days of Consultant's submission of receipts.

3.4 Late Fees. Overdue amounts shall accrue interest at a rate of [LATE FEE RATE]% per month on the outstanding balance from the due date until paid in full.

4. Deliverables and Acceptance

Consultant shall deliver the work product and deliverables described in Exhibit A (the "Deliverables") by the dates specified therein. Client shall review each Deliverable and provide written notice of acceptance or of any deficiencies within [REVIEW PERIOD] business days of delivery. Failure to provide timely written notice shall constitute acceptance. Consultant shall correct any material deficiencies within a reasonable time at no additional cost to Client.

5. Intellectual Property

All Deliverables and work product created by Consultant specifically for Client under this Agreement shall be the sole and exclusive property of Client upon full payment of all applicable fees. Consultant hereby irrevocably assigns all right, title, and interest in such Deliverables to Client.

Consultant retains ownership of all pre-existing tools, methodologies, frameworks, know-how, and other intellectual property developed prior to or independently of this Agreement ("Consultant IP"). Client is granted a perpetual, non-exclusive, royalty-free license to use Consultant IP solely as incorporated into the Deliverables delivered under this Agreement.

[NOTE: Intellectual property assignment enforceability varies by state. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

6. Confidentiality

Each Party agrees to hold the other Party's Confidential Information in strict confidence and not to disclose, reproduce, or use it for any purpose other than fulfilling obligations under this Agreement. "Confidential Information" means any non-public business, financial, technical, strategic, or operational information disclosed by one Party to the other, whether orally, in writing, or electronically. This obligation survives termination or expiration of this Agreement for a period of [SURVIVAL PERIOD] years.

7. Non-Solicitation

During the term of this Agreement and for [NON-SOLICIT PERIOD] following its expiration or termination, neither Party shall, directly or indirectly, solicit, recruit, or hire the other Party's employees or contractors without the prior written consent of the other Party.

[NOTE: Non-solicitation enforceability varies by state. Some states impose strict limitations. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

8. Representations and Warranties

Each Party represents and warrants that: (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other obligation by which it is bound; and (c) it will comply with all applicable laws and regulations in performing its obligations hereunder.

Consultant further represents and warrants that all Services and Deliverables will be original, will not infringe the intellectual property rights of any third party, and will conform in all material respects to the specifications set forth in Exhibit A.

9. Indemnification

Each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its officers, directors, employees, agents, and representatives from and against any third-party claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from: (a) the Indemnifying Party's material breach of this Agreement; (b) the Indemnifying Party's gross negligence or willful misconduct; or (c) any claim that the Indemnifying Party's work product or services infringe the intellectual property rights of a third party.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO CONSULTANT IN THE [LIABILITY CAP PERIOD] MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by circumstances beyond the Party's reasonable control, including acts of God, natural disasters, pandemics, government actions, or other force majeure events, provided that the affected Party gives prompt written notice to the other Party and uses commercially reasonable efforts to resume performance as soon as practicable.

12. Term and Termination

12.1 Term. This Agreement begins on the Effective Date and continues until the Services are completed or until earlier terminated in accordance with this Section.

12.2 Termination for Convenience. Either Party may terminate this Agreement upon [NOTICE PERIOD] written notice to the other Party.

12.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within [CURE PERIOD] calendar days of receiving written notice specifying the breach.

12.4 Effect of Termination. Upon termination for any reason, Client shall pay all fees for Services satisfactorily rendered through the effective date of termination. Consultant shall promptly deliver all completed Deliverables and any work in progress to Client.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of [GOVERNING LAW STATE], without regard to its conflict of laws principles. Any dispute arising under or related to this Agreement shall be resolved exclusively in

the state or federal courts of [DISPUTE RESOLUTION COUNTY], [GOVERNING LAW STATE]. The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

14. General Provisions

14.1 Entire Agreement. This Agreement, together with all exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior understandings, whether written or oral.

14.2 Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties.

14.3 Severability. If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

14.4 Counterparts. This Agreement may be executed in counterparts, including electronic or digital counterparts, each constituting an original.

14.5 No Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

CLIENT

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

CONSULTANT / VENDOR

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

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