

CONSULTING SERVICES AGREEMENT

Location: _____ Date: _____

Parties:

Client Name: _____

Client Address: _____

Consultant Name: _____

Consultant Address: _____

Engagement:

Consultant shall provide services as agreed upon by the Parties under the terms of this Agreement. The scope of services and deliverables shall be set forth in the attached Statement of Work.

Term:

This Agreement shall commence upon execution and continue until terminated by either Party in accordance with the terms herein.

Compensation:

Client shall pay Consultant fees as set forth in the attached Schedule of Fees. Payments shall be made within the agreed payment terms.

Independent Contractor Status:

Consultant is an independent contractor and not an employee, partner, or joint venturer of Client. Consultant shall have no authority to bind Client.

Confidentiality:

Both Parties agree to keep confidential any proprietary or confidential information received during the course of this Agreement, except as may be required by law.

Intellectual Property:

All work product created by Consultant under this Agreement shall be the exclusive property of the Client upon full payment, unless otherwise agreed in writing.

Warranties and Representations:

Consultant represents that services will be performed in a professional manner consistent with industry standards. EXCEPT AS EXPRESSLY STATED, CONSULTANT MAKES NO WARRANTY OF ANY KIND.

Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF THIS AGREEMENT.

Indemnification:

Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims arising out of the indemnifying Party's breach of this Agreement.

Termination:

Either Party may terminate this Agreement upon written notice. Upon termination, Client shall pay Consultant for all services performed through the date of termination.

Governing Law and Dispute Resolution:

This Agreement shall be governed by the laws of the United States and the State mutually agreed upon by the Parties. Any disputes shall be resolved by arbitration.

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, or pandemics.

CLIENT SIGNATURE

CONSULTANT SIGNATURE

Signature: _____

Signature: _____

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