

SIMPLE CONSULTING AGREEMENT

Location: _____ Effective Date: _____

Parties:

Consultant Name: _____

Consultant Address: _____

Client Name: _____

Client Address: _____

1. Engagement of Consultant:

Client hereby engages Consultant, and Consultant accepts such engagement, to provide consulting services as described in this Agreement. Consultant shall perform services with due professional care and diligence.

2. Services:

Consultant shall provide consulting services to Client as mutually agreed upon in writing. These services may include, but are not limited to, strategic advice, analysis, planning, and other related tasks as requested by Client.

3. Term:

This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with Section 9 of this Agreement.

4. Compensation:

Client shall pay Consultant at the rate and according to the payment schedule set forth in a separate written agreement or invoice. Payments shall be made within the agreed timeframe after receipt of Consultant's invoice.

5. Expenses:

Consultant shall be reimbursed for reasonable and necessary expenses incurred in connection with the performance of services, provided such expenses are pre-approved by Client.

6. Independent Contractor:

Consultant is an independent contractor and not an employee, partner, or agent of Client. Consultant shall have no authority to bind Client or incur any obligation on Client's behalf.

7. Confidentiality:

Consultant agrees to keep confidential and not disclose any proprietary or confidential information of Client obtained in the course of this Agreement, except as required by law.

8. Intellectual Property:

All intellectual property created or developed by Consultant specifically for Client under this Agreement shall be the sole and exclusive property of Client. Consultant hereby assigns all rights, title, and interest in such intellectual property to Client.

9. Termination:

Either party may terminate this Agreement upon written notice to the other party. Upon termination, Client shall pay Consultant for all services performed and expenses incurred through the date of termination.

10. Indemnification:

Each party shall indemnify, defend, and hold harmless the other party from and against any claims, losses, damages, liabilities, costs, and expenses arising out of or related to their respective breaches of this Agreement or gross negligence.

11. Limitation of Liability:

Except for liability arising from willful misconduct or gross negligence, neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement.

12. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

13. Entire Agreement:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Any amendments must be in writing and signed by both parties.

14. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means confirming transmission, to the addresses set forth above or as otherwise designated in writing.

15. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

16. Waiver:

No waiver of any breach or failure to enforce any provision shall be deemed a waiver of any subsequent breach or right to enforce. All rights and remedies are cumulative and not exclusive.

17. Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically or by PDF shall be deemed to have the same legal effect as original signatures.

CONSULTANT SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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