
Consulting Agreement

An agreement for professional consulting services, defining scope, compensation, and deliverables.

This Consulting Agreement (this "Agreement") is entered into as of [Effective Date] (the "Effective Date") by and between:

Acme Corporation, with its principal place of business at 123 Main Street, City, State (the "Client");

and

Jane Smith Consulting, with its principal place of business at 456 Oak Avenue, City, State (the "Consultant").

1. Engagement and Scope

The Client hereby engages the Consultant to provide the following consulting services (the "Services"): Strategic consulting, market analysis, and business advisory services.

The Consultant shall perform the Services with the degree of skill, care, and diligence consistent with recognized professional standards. The Consultant shall devote sufficient time and attention to the Services to ensure their timely and satisfactory completion.

2. Compensation

The Client shall compensate the Consultant at a rate of \$200 per hour. Unless otherwise agreed, the Consultant shall not exceed 40 hours per month without prior written approval from the Client.

The Consultant shall submit detailed invoices on a monthly basis, including a description of the Services performed and the time spent. The Client shall pay each undisputed invoice within Net 30 of receipt.

3. Expenses

The Client shall reimburse the Consultant for reasonable travel and out-of-pocket expenses incurred in connection with the Services, provided that such expenses are pre-approved in writing by the Client. The Consultant shall submit receipts and documentation for all reimbursable expenses.

4. Term and Termination

This Agreement shall commence on the Effective Date and continue until [End Date], unless terminated earlier. Either Party may terminate this Agreement at any time upon thirty (30) days' written notice. The Client shall pay the Consultant for all Services satisfactorily performed and expenses incurred through the date of termination.

5. Independent Contractor Status

The Consultant is an independent contractor and not an employee, partner, or agent of the Client. The Consultant shall be solely responsible for all taxes, insurance, and other obligations arising from the Consultant's status as an independent contractor. The Consultant shall not be entitled to any employee benefits provided by the Client.

6. Confidentiality

The Consultant acknowledges that during the course of the engagement, the Consultant may have access to confidential and proprietary information of the Client. The Consultant agrees to maintain the confidentiality of all such information and not to disclose or use it for any purpose other than performing the Services. This obligation shall survive the termination of this Agreement for a period of two (2) years.

7. Intellectual Property

All reports, analyses, recommendations, and other work product ("Deliverables") created by the Consultant in the performance of the Services shall be the property of the Client upon full payment. The Consultant retains ownership of any pre-existing tools, methodologies, frameworks, and intellectual property, and grants the Client a non-exclusive license to use such materials as incorporated into the Deliverables.

9. Limitation of Liability

The Consultant's total liability under this Agreement shall not exceed the total fees paid to the Consultant during the six (6) months preceding the event giving rise to the claim. In no event shall either Party be liable for indirect, incidental, special, or consequential damages.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of State of Delaware, without regard to its conflicts of law provisions.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. This Agreement may only be amended by a written instrument signed by both Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Client

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Consultant

Signature: _____

Printed Name: _____

Date: _____

Title: _____