

Consultant Agreement

This Consultant Agreement ("Agreement"), by and between _____ located at _____, _____, _____ (the "Client") and _____ located at _____, _____, _____ (the "Consultant,") is made and entered on _____ (the "Effective Date"), and is based in part on the existence of the following facts:

RECITALS

Client is willing to engage Consultant, and Consultant is willing to be engaged by Client, as a consultant, on the following terms, covenants and conditions. In consideration of the mutual covenants and promises of the parties, Client and Consultant covenant and agree as follows:

1. **Engagement**. Client hereby engages Consultant for and during the term hereof. The Consultant hereby accepts engagement under the terms and conditions set forth in this Agreement. The Consultant shall be engaged as an independent consultant of the Client to perform the following services: _____.
2. **Independent Contractor Status**. The parties acknowledge and agree that Consultant is, for all purposes, an independent contractor, and that this Agreement does not create an employment relationship, a partnership, joint venture, or any other relationship other than that of consultant. Consultant acknowledges that, as a consultant:
 - a. Consultant understands that they are responsible for payment of all federal and state income and social security taxes in compliance with applicable law and the Client has no obligation to make or withhold these payments;
 - b. Consultant shall not be required to make reports, keep records, investigate complaints or credit ratings, make adjustments, attend meetings or conferences, nor in any respect be subject to the orders, direction or control of Client as to the amount of time they shall spend in the pursuit of this Agreement, the manner of its performance, or the details of its work, and Consultant may adopt and follow or change such arrangements as they choose with regard thereto;
 - c. Consultant understands that they are not covered by workers' compensation or unemployment compensation unless Consultant contracts for such coverage on their own behalf;
 - d. Consultant understands that it is not entitled to receive employment benefits, if any, provided by the Client such as vacation, disability, sick leave, medical insurance, life insurance, or retirement plan participation, unless such employment benefits are contracted for between the Client and Consultant;
 - e. Consultant and Consultant's representatives shall conduct themselves in performance of this Agreement so as not to denigrate the name and reputation of the Client. The Client may terminate this Agreement at any time if the conduct of Consultant, in the Client's opinion, does or is likely to denigrate same whether due to drunkenness, drug-taking, criminal behavior or other conduct likely to cause disrepute on the Client. Consultant shall hold the Client harmless from all claims, damages, losses and expenses reasonably attributable to Consultant's negligence, wrongful acts or misrepresentations in the exercise of Consultant's rights hereunder; and
 - f. Consultant shall not be prohibited from engaging other work, business, occupation, employment, or activity while this Agreement is in effect as long as it does not compete with the Client
3. **Performance by Consultant**. Consultant shall determine the manner of Consultant's performance of this Agreement. Consultant shall determine the working hours and the number of hours required to perform the services. Consultant may hire or employ other agents, employees, or independent contractors to assist Consultant in performing all or part of this Agreement, provided, however, that such agents, employees or independent contractors shall not be agents, employees or independent contractors of the Client, and Consultant shall be solely responsible for all costs, expenses, salaries, fees, taxes, insurance, and other expenses arising out of Consultant's use of these personnel.
4. **Term**. Consultant's engagement under this Agreement shall start on the Effective Date .
5. **Compensation**.
 - a. Client agrees to pay Consultant
 - b. Consultant will invoice the Client _____. Client must pay the invoices within 30 days after submission by the Consultant. Repeated failure to timely pay the invoices are a breach of this agreement and cause for termination by the Consultant.
6. **Reimbursement**. Consultant shall be responsible for payment of costs and expenses incurred by Consultant in the performance of this Agreement.
7. **Offset**. The Client shall have the right to deduct from any amounts due Consultant hereunder any obligations owed by

Consultant to the Client.

8. Trade Secrets and Intellectual Property.

- a. Consultant shall be responsible for development of its own materials to perform its duties under this Agreement. However, the Client agrees to be available to provide assistance and advice upon Consultant's reasonable request. In addition, the Client agrees to make available and explain to Consultant any pertinent tangible aids or other materials that the Client may have on hand or obtain. The Consultant shall have no obligation to accept or use these materials.
- b. All materials provided by the Client shall remain the property of Client. Upon termination of this Agreement, all materials will be promptly returned to the Client. If Consultant fails to return any materials within 10 days of any demand made by Client, Consultant agrees to pay Client \$5,000.00 as liquidated damages, and this amount shall be deducted from any payment due Consultant.
- c. The Consultant recognizes and acknowledges that the Client's list of clients and other information used by it in the conduct of its business which may be known to Consultant, developed by Consultant or disclosed to Consultant during the term of this Agreement constitutes a valuable and unique asset of the business of the Client. Consultant agrees that he or she will never directly or indirectly, use, disseminate or disclose such information without the express written consent of the Client.
- d. The Client will provide Consultant information concerning and access to various financial, technical, and competitive information, including the information set forth in subparagraph (c) above, belonging to the Client, and known as the Client's "Trade Secrets". The Consultant agrees not to misuse, misappropriate, or disclose in writing, orally or by electronic means, any Trade Secrets, directly or indirectly, to any other person or use them during the term of this Agreement, or after its conclusion, without the expressed written consent of the Client. All files, documents, equipment, software, and similar items, whether existing physically or in electronic format, that contain or pertain to the Client's Trade Secrets are and will remain the property of the Client. The Trade Secrets may not be removed from Consultant's work area without permission of the Client, and must be returned to the Client at the conclusion of this Agreement. Information maintained online must not be transferred to Consultant's personal computer system or any other system not controlled by the Client. The Consultant agrees not to make and keep copies of any Trade Secret information for personal use, and agrees to return any copies made for backup during the course of employment on termination of this Agreement.

9. Non-solicitation of Clients. During the term of this Agreement and for a period of one year immediately following termination of this Agreement, Consultant agrees to the terms contained in subparagraph (a) and (b) of this provision. Consultant acknowledges that a remedy at law for any breach or attempted breach of this provision will be inadequate and agrees that Client shall be entitled to specific performance, injunctive and other equitable relief in case of any such breach or attempted breach. Consultant further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or any other equitable relief. The period for the non-solicitation covenant shall be tolled during any violation of this covenant.

- a. The Consultant will not, either directly or indirectly, make known to any person, firm, or corporation the names and addresses of any clients of the Client, whether originated by Consultant or otherwise, or any other information pertaining to such clients; or
- b. The Consultant will not call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the clients of the Client on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement, either for Consultant or for any other person, firm, or corporation.

10. Protection of Client from Acts of Consultant Agents. Consultant agrees to obtain agreements from any and all employees, owners, and agents of Consultant in order to secure the interest of Client from the actions of Consultant's employees, owners, and agents who might otherwise violate the protections herein with respect to confidentiality and solicitation. Consultant shall provide copies of all such agreements to Client. Consultant hereby assigns any and all rights of enforcement for such agreements to Client and to the extent such assignment is not otherwise effective hereby, agrees to take all actions necessary to assign Consultant's rights and benefits in such agreements to Client. Consultant further agrees to pay Client's reasonable and necessary attorney fees incurred in enforcement of any of these agreements on Consultant's behalf.

11. Termination.

- a. If there is a breach of any provision of the Agreement by Consultant, as determined in the sole discretion of Client, this Agreement may, at Client's option, be immediately terminated.
- b. Upon termination of this Agreement, Consultant shall no longer be entitled to compensation under this Agreement, except that Consultant shall remain entitled to those invoiced amounts paid on services that are rendered and fully performed by Consultant prior to the date of termination.

12. Severability. If any provision contained in this Agreement is determined by a court of competent jurisdiction to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision which was determined to be void, illegal, or unenforceable had not been contained herein.

13. Waiver, Modification, and Integration. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This instrument contains the entire agreement of the parties concerning engagement and supersedes all prior and contemporaneous representations, understandings and agreements, either oral or in writing, between the parties hereto with respect to the engagement of Consultant by the Client and all such prior or contemporaneous representations, understandings and agreements, both oral and written, are hereby terminated. This Agreement may not be modified, altered or amended except by written agreement of all the parties hereto.

14. Binding Effect. This Agreement shall be binding and effective upon the parties and their respective successors. Neither party

shall assign this Agreement without the prior written consent of the other party.

15. Applicable Law, Forum, and Venue. This Agreement shall be governed and construed exclusively in accordance with the laws of the State of _____ without regard to the conflicts of laws or principles thereof. The Parties agree that _____ shall be the forum for any action or suit related to this Agreement, including, but not limited to, any claim affecting its validity, construction, effect, performance or termination.
16. Waiver of Trial by Jury. **EACH OF THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON ANY MATTER ARISING OUT OF, OR IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT.**
17. Disclaimer of Reliance. The parties warrant and represent that no promise, agreement, representation, inducement, or condition which is not herein expressed has been made to either party by the other, or any agent or representative of either party to the other, in executing this Agreement. The parties further warrant and represent they are not relying upon, and expressly disclaim, any such promise, agreement, representation, inducement, or condition which is not herein expressed in executing this Agreement. The parties represents and warrant they are relying solely upon their own judgment in entering this Agreement.
18. Third-Party Beneficiaries. Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the parties and may be enforced solely by the parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, except as provided herein.
19. Indemnification Against Suit. Consultant further agrees to indemnify and defend Client of and from any liability or damages of any kind associated with any action of Consultant for which claim is made or threatened against Client arising from or related to Consultant's negligence, breach of contract, violation of law, or other fault. Consultant agrees that this duty to indemnify and defend includes an obligation to pay for legal counsel of the Client's choosing. Consultant further agrees that this duty to indemnify and defend includes an obligation to pay any and all damages of any kind whatsoever awarded against Client.
20. Attorney Fees. Should Client be required to enforce the terms of this Agreement by court action or bring court action against Consultant for breach of this Agreement, Client shall be entitled to recover all of its attorney fees and costs of suit from Consultant, plus interest on any immediately unpaid balance accruing at the rate of one percent per month.
21. No Construction Against Drafter. Consultant is encouraged to seek the advice of legal counsel in reviewing this contract and has had an opportunity to review and consider the Agreement before entering it. Therefore, in any construction to be made of this Agreement, the Agreement shall not be construed for or against either party.
22. Defend Trade Secrets Act Notice. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.
23. Representation of Consultant. The Consultant hereby represents and warrants that Consultant has read and understood all the provisions of this Agreement. Consultant further represents and warrants that Consultant has not previously assumed any obligations inconsistent with those contained in this Agreement. The Consultant further represents and warrants to the Client that Consultant has entered into this Agreement pursuant to Consultant's own initiative and that this Agreement is not in contravention of any existing commitments. The Consultant acknowledges that the Client has entered into this Agreement in reliance upon the foregoing representations of Consultant.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Consultant Agreement as of the day and year as of the Effective Date.

CLIENT:

Printed Name: _____
Title: _____

CONSULTANT:

Printed Name: _____
Title: _____
Email Address: _____
Phone Number: _____

Consultant Agreement

Instruction Sheet

What is it?

A contract describing the terms of a consulting relationship between a client and a consultant.

Why would I use it?

If you are either the consultant or the client, a consultant agreement should be created before any consulting services are rendered. The agreement clearly defines the terms of compensation, the consulting services to be rendered, and the responsibilities of each party. Having each party agree to these terms ahead of time minimizes the possibility of conflict down the road.

What Do I Do with this Agreement?*

1) Review

- Both the Consultant and the Client should review the agreement to make sure all of the information is correct and so that they are aware of all of the terms that they are agreeing to.

2) Execute

- When satisfied with the contents of the agreement, both the Consultant and Client should sign the agreement.

3) Post-Execution

- The original version of the agreement should be kept in a safe place by the Client. The Consultant should receive a copy for their personal records as well.
- As per paragraph 1.5 of the agreement, the Consultant must regularly invoice the Client to:
 - Inform the Client how much is owed to the Consultant for the invoiced period; and
 - Show the Client exactly what they are paying for.
- Any trade secrets or materials disclosed to the Consultant pursuant to this Agreement are to remain confidential, unless the Client gives permission for the disclosure of the confidential materials.
- By signing this agreement, the Consultant is agreeing not to solicit the clients of the Client for a period of one year following the termination of the agreement.
- There is a possibility that the consultant will develop something on behalf of the Client. Reflecting your answer to the questionnaire, paragraph 1.8(e) specifies which party owns the Intellectual Property rights to the newly developed materials.

*360LegalForms is an online legal form generator designed to aid you in the creation of your documents. Because the law varies over time and between different geographic locations, the information provided by 360LegalForms is designed to be broad and generally applicable; the information provided in this document should not be construed as legal advice. Furthermore, this information is not guaranteed to be accurate, complete, or up to date. Your use of 360LegalForms does not create any attorney-client relationship between you and 360LegalForms, its employees, independent contractors, or representatives. When in doubt about what to do with a form generated by 360LegalForms, how to properly file a document with your state, or any other question that requires the provision of legal advice, consult a legal professional that is licensed to practice in the applicable jurisdiction. You assume all risk for any reliance upon the information provided by 360LegalForms.