

CONSULTING AGREEMENT

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HOW TO USE THIS TEMPLATE

- Replace all text in [brackets] with your specific information
 - Delete any clauses that do not apply to your engagement
 - For contracts over \$10,000, consider having an attorney review the final version
 - Sign using DocuSign, HelloSign, or print and sign physically
-

PARTIES

This Consulting Agreement (the Agreement) is entered into as of:

Date: *[e.g., January 15, 2026]*

by and between:

CLIENT: *[Client Full Legal Name]*, a *[corporation/LLC/individual]* located at *[Client Address]* ("Client").

CONSULTANT: *[Your Full Name or Business Name]*, located at *[Your Address]* ("Consultant").

1. SERVICES

Consultant agrees to provide the following services (the Services):

[Describe services specifically. Example: strategic marketing consulting including: (a) brand audit report; (b) go-to-market strategy document; (c) two 60-minute sessions per month.]

Deliverable formats: *[e.g., PDF reports, PowerPoint, Zoom recordings]*

Expressly excluded: *[e.g., paid ad management, website development, campaign execution]*

2. TERM

This Agreement commences on *[Start Date]* and continues until *[End Date — or — until terminated per Section 8]*.

3. COMPENSATION

3.1 Fees. Client shall pay Consultant *[\$Amount] [per hour / per project / per month]*.

3.2 Invoicing. Invoices issued *[weekly / monthly / upon milestones]*. Payment due within *[15/30]* days of receipt.

3.3 Retainer (optional). *[Non-refundable retainer of \$[Amount] due upon signing. Delete if not applicable.]*

3.4 Late Payment. Overdue invoices accrue interest at 1.5% per month (18% per annum). Services may be suspended after 14 days overdue.

3.5 Expenses. Pre-approved expenses reimbursed within 15 days with receipts.

4. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, not an employee, partner, or agent of Client. Consultant is solely responsible for all taxes, withholding, and insurance. Nothing herein creates an employment relationship or joint venture.

5. INTELLECTUAL PROPERTY

5.1 Work Product. Upon full payment, Consultant assigns to Client all rights in deliverables created specifically for Client under this Agreement.

5.2 Pre-Existing IP. Consultant retains all rights to pre-existing methodologies and tools. Client receives a non-exclusive, perpetual license to use such IP only as embedded in delivered Work Product.

5.3 Portfolio Rights. Consultant may reference Client name and project nature in portfolio unless Client objects in writing within 14 days of project completion.

6. CONFIDENTIALITY

6.1 Each party shall hold the other's non-public business information in strict confidence, not disclose it to third parties without consent, and use it solely for purposes of this Agreement.

6.2 Exceptions: publicly known information; information known prior to disclosure; independently developed information; information required to be disclosed by law.

6.3 Duration: Confidentiality survives termination for *[2/3/5]* years.

7. LIMITATION OF LIABILITY

Consultant's total liability shall not exceed total fees paid in the three months preceding the claim. Neither party shall be liable for indirect, incidental, consequential, special, or punitive damages.

8. TERMINATION

8.1 For Convenience. Either party may terminate upon [\[14/30\]](#) days' written notice.

8.2 For Cause. Either party may terminate immediately upon written notice of a material breach uncured for 10 business days after written notice.

8.3 Effect. Client pays for all Services and expenses through the termination date. Sections 5, 6, 7, and 9 survive termination.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of [\[State/Country\]](#). Disputes shall first be addressed through 30 days of good-faith negotiation, then submitted to binding arbitration.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Amendments require a signed writing by both parties. Unenforceable provisions do not affect remaining provisions.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

| | |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| CLIENT Signature: _____ Name: _____ Title: _____ Date: _____ | CONSULTANT Signature: _____ Name: _____ Title: _____ Date: _____ |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|