

# CONSULTING SERVICE AGREEMENT

This Consulting Service Agreement (the "Agreement") is made effective as of \_\_\_\_\_ [Date] by and between \_\_\_\_\_ [Service Provider Name], with its principal place of business at \_\_\_\_\_ [Address] (the "Consultant"), and \_\_\_\_\_ [Client Name], with its principal place of business at \_\_\_\_\_ [Address] (the "Client").

## 1. Services

The Consultant shall deliver the following consulting services to the Client: \_\_\_\_\_ [Define the specific services to be delivered, e.g., business strategy, marketing consultation, operational efficiency, financial advising...].

## 2. Term and Termination

This Agreement starts on \_\_\_\_\_ [Start Date] and lasts for \_\_\_\_\_ [Number] \_\_\_\_\_ [Months/Years], unless ended earlier as specified here.

Either party may terminate this Agreement for cause with \_\_\_\_\_ [Number] days' written notice if the other party seriously breaks this Agreement and doesn't fix it within that time.

## 3. Payment Terms

The Client will pay for the Services delivered an amount of \$ \_\_\_\_\_ [Amount] per \_\_\_\_\_ [Month/Hour/Project] to the Consultant.

All invoices shall be issued \_\_\_\_\_ [Frequency] and payment is due within \_\_\_\_\_ [Number] days of invoice date.

## 4. Intellectual Property

All intellectual property rights, including but not limited to copyrights, trademarks, and consulting materials, generated by the Consultant in performing the Services shall be owned exclusively by the Consultant unless otherwise agreed in writing.

## 5. Confidentiality

Each party agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Parties, and not to use any Confidential Information for any purpose except as required in the performance of the Services. The Consultant shall notify the Client immediately in the event of any loss or disclosure of any Confidential Information.

## 6. Limitation of Liability

The Consultant's total liability under this Agreement shall not exceed \$\_\_\_\_\_ [Amount].

## 7. Indemnification

The Consultant agrees to protect and compensate the Client for any losses or damages caused by the Consultant's negligence or breach of this Agreement.

## 8. Severability

If any provision of this agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which other provisions shall remain in full force and effect unless the removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled.

## 9. Governing Law

This Agreement shall be governed under the laws in the State of \_\_\_\_\_.

## 10. Additional Terms and Conditions

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## 11. Entire Agreement

The Consultant is an independent contractor and not an employee of the Client.

This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

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

CONSULTANT NAME

CLIENT NAME

By \_\_\_\_\_

By \_\_\_\_\_

Name:

Name:

Date:

Date: