

CONSULTING INDEPENDENT CONTRACTOR AGREEMENT

This Consulting Services Agreement (this "Agreement") is entered into as of (the "Effective Date") by and between [CLIENT NAME], a Corporation of [STATE], located at [CLIENT ADDRESS] (the "Client"), and [CONTRACTOR NAME], a Individual of [STATE], located at [CONTRACTOR ADDRESS] (the "Consultant"). Each a "Party" and together the "Parties."

Recitals

WHEREAS, Client desires to engage the Consultant to provide professional consulting services; and WHEREAS, the Consultant holds itself out as an independent consultant providing similar services to multiple clients and wishes to be retained by Client on the terms of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Consulting Services and Deliverables

The Consultant shall provide professional advisory and consulting services (the "Consulting Services") as described herein: [SERVICES]

The Consultant shall exercise independent professional judgment in performing the Consulting Services and shall use methodologies, know-how, and professional standards developed through the Consultant's consulting practice. Work location: primarily remote or at the Consultant's offices.

2. Consultant Independence and Standards

The Consultant is retained as an independent consultant, not an employee. The Consultant represents that Consultant (a) maintains an independent consulting practice, (b) provides similar services to other clients, (c) bears the risk of profit or loss, and (d) uses the Consultant's own judgment as to means and methods. Consulting Services will be performed in a professional and workmanlike manner consistent with recognized standards for comparable consulting engagements.

3. Tax Reporting

The Consultant shall provide Form W-9 (or W-8BEN). Client shall issue Form 1099-NEC for payments of \$600 or more per calendar year.

4. Fees and Invoicing

Fees shall be **** per hour, invoiced Monthly, net 30.

Late charges accrue at 18% per annum.

5. Expenses

Reasonable project expenses reimbursed with receipts. Expenses over **\$500.00** require prior written approval.

6. Term and Termination

Term: until project completion. Either Party may terminate for convenience on **30 days'** notice, or for uncured material breach after **10 days'** cure period.

7. Deliverables and IP

All reports, analyses, presentations, and other deliverables ("Deliverables") are assigned to Client upon payment. Work-for-hire designation applies to the fullest extent; the Consultant irrevocably assigns any residual rights. The Consultant retains ownership of its underlying consulting methodologies, frameworks, and know-how, and grants Client a perpetual, royalty-free license to use such methodologies as embedded in the Deliverables.

Pre-Existing IP listed in **Exhibit A** remains the Consultant's property subject to a perpetual license to Client as embedded in Deliverables.

8. Confidentiality

Standard mutual confidentiality. Obligations survive 3 years; trade secrets indefinitely.

Limitation of Liability

No consequential damages. Aggregate liability cap: 1× fees paid in prior 12 months. Excludes confidentiality, IP indemnity, gross negligence, willful misconduct.

Indemnification; Advice Disclaimer

The Consultant's advice is professional recommendation; implementation decisions rest with Client. Mutual indemnification for third-party claims arising from each Party's breach or misconduct.

General Provisions

Governing law: [STATE]. Venue: [VENUE CITY], [STATE].

Prevailing Party recovers fees.

Assignment restricted. Survival, severability, waiver, entire agreement, counterparts/e-sign, notices all standard.

Signatures

Client

PRINTED NAME

SIGNATURE

DATE

Consultant

PRINTED NAME

SIGNATURE

DATE

Exhibit A — Pre-Existing IP

Item	Description	Owner				
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