

# ENGAGEMENT LETTER INDEPENDENT CONTRACTOR AGREEMENT

## Engagement Letter

Date:

[CLIENT NAME] [CLIENT ADDRESS]

Re: Professional Services Engagement

Dear [CLIENT NAME]:

Thank you for selecting [CONTRACTOR NAME] (the "Service Provider") to perform professional services for you. This letter (this "Engagement Letter") sets forth the terms of our engagement.

### 1. Engagement and Scope

You have retained the Service Provider to perform the following services: [SERVICES]

Services outside this scope require a separate engagement letter or written amendment.

### 2. Independence

The Service Provider is engaged as an independent contractor — not an employee, partner, agent, or joint venturer of Client — and retains control over means and methods of performance.

### 3. Fees

Fees are billed at \*\*\*\* per hour, invoiced Monthly. Payment is due within 30 days of invoice. Late interest accrues at 18% per annum.

Reasonable expenses reimbursable; expenses over \$500.00 require pre-approval.

### 4. Client Responsibilities

Client will provide timely access to relevant information, personnel, and decisions. The Service Provider will rely on information you provide, and you represent that it is accurate and complete to the best of your knowledge.

### 5. Professional Responsibility

To the extent the Service Provider is a regulated professional, the Service Provider will comply with applicable professional rules of the State of [STATE].

## 6. No Guarantee

The Service Provider does not guarantee any particular outcome beyond the express warranties in this Engagement Letter.

## 7. Confidentiality

Each Party will keep the other's Confidential Information in confidence and use it only for purposes of this engagement.

## 8. Term and Termination

This engagement runs until the services are complete. Either Party may terminate on **30 days'** notice. 10-day cure for material breach.

## 9. Work Product

Deliverables are assigned to Client (work-for-hire plus assignment backstop).

## 10. General

Governing law: [STATE]. Venue: [VENUE CITY]. Fee-shifting.

Liability cap: 1× fees.

## 11. Acceptance

Please confirm acceptance by signing below. Electronic signatures are valid under the ESIGN Act.

Sincerely,

### Service Provider

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

### Agreed and Accepted:

#### Client

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE