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| **Prepared for:**  [Client First Name] [Client Last Name]  [Client Company]  **Created by:**  [Sender First Name][Sender Last Name]  [Sender Company]  This agreement is by and between the following parties:   |  |  | | --- | --- | | "Consultant" | "Client" | |  | [Client Company] | | [Consultant Name] | [Client Name] | | [Consultant Street] | [Client Street] | | [Consultant City], [Consultant State] [Consultant Zip] | [Client City], [Client State] [Client Zip] | | [Consultant Phone] | [Client Phone] | | [Consultant Email] | [Client Email] |   The parties listed above (known as "Consultant" and "Client") hereby agree to enter into a business relationship whereby Consultant provides technical services consulting in consideration of payment provided by Client, pursuant to the entire terms of this agreement.  This agreement will commence on [Agreement StartDate] and will continue for a period of [Agreement Months] months.  Either party may cancel this agreement at any time by providing 30 days' written notice via certified mail or email to the other party. In the event of cancellation, Client is responsible for payment of consultant on a pro-rated basis for consulting services rendered prior to the cancellation date.  Consultant agrees to provide services including the following:  [Services Description]  Client agrees to pay Consultant a monthly retainer each month for the duration of this technical services consulting agreement, as detailed in the table below:  Additionally, Client agrees to reimburse Consultant for any additional costs incurred by consultant in the execution of this agreement, including pre-approved travel and expenses.  Consultant will deliver an electronic invoice to Client on the 1st business day of each month. Client agrees to pay each invoice in full within 20 days of receipt.  Consultant agrees that all works and creations stemming from work performed under the scope of this technical services consulting agreement shall be the intellectual property of the Client, and agrees to make no claim to intellectual property stemming from the services performed pursuant to this agreement.  Consultant acknowledges that, from time to time, they will have access to confidential or proprietary information related to Client's business. Consultant agrees to maintain complete discretion and confidentiality regarding this information, and to refrain from disclosing this information to third parties without prior written consent from Client.  Consultant agrees to refrain from engaging in business practices which directly compete with client's business during the term of this technical services consulting agreement, and for a period of 24 months thereafter. Similarly, Consultant agrees to refrain from soliciting or recruiting Client's employees at any time.  Client agrees to indemnify and hold Consultant harmless against any legal action or damages pertaining to the services provided under the terms of this agreement.  This agreement shall represent the full scope of terms between Consultant and Client related to the services described therein. Any addition or modification to this agreement shall require written approval by both parties.  The terms of this agreement shall be governed according to the laws of [Consultant State]. Any disputes or legal proceedings shall be filed and resolved through a neutral arbitrator located in [Consultant State]. If Consultant and Client should enter into a dispute, both parties agree that the prevailing party shall have their entire legal fees, including attorneys' fees, reimbursed by the opposite party.   |  |  | | --- | --- | | ​[Sender FirstName][Sender Last Name]  [Sender Company] | ​[Client First Name] [Client Last Name]  [Client Company] | |