



## Consulting Agreement (short form)

**Document 1331A**

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**[Note: This agreement should be used only where there is a pre-existing relationship between the parties, as it omits a number of significant issues. A more complete treatment can be found in LeapLaw's Independent Contractor Agreement.]**

## **CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (this “**Agreement**”) is entered into by and between [NAME OF COMPANY], a [\_\_\_\_] corporation (the “**Company**”), and [NAME OF CONSULTANT] (“**Consultant**”) as of [\_\_\_\_], 20[\_\_\_\_].

WHEREAS, Consultant has extensive experience in [DESCRIBE BUSINESS]; and

WHEREAS, the Company desires to be able to make periodic use of Consultant's experience and abilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

### **1. Term of Service.**

The Company hereby agrees to retain Consultant, and Consultant hereby agrees to be available periodically for consultation [DESCRIBE TOPICS FOR CONSULTING], for a period commencing on the date hereof and terminating on the [\_\_\_\_] anniversary of the date hereof (the “**Consulting Period**”). Consultant agrees that during the Consulting Period he will make himself available to give such advice and information to and to consult with officers and employees of the Company or such other persons on strategic business issues and management issues as may be reasonably requested by the Company from time to time with respect to the business and operations of the Company.

### **2. Compensation.**

(a) During the Consulting Period, the Company agrees to pay Consultant a [monthly] [hourly] fee of \$[\_\_\_\_], payable [monthly] within [\_\_\_\_] days following the end of each calendar month of service [and pro-rated for partial months at the start and end of the Consulting Period].

(b) The Company also agrees to reimburse Consultant for the reasonable and necessary out-of-pocket expenses incurred by Consultant on authorized Company business and in connection with the services rendered pursuant to this Agreement upon Consultant's presentation of itemized invoices on a timely basis.

(c) [The Company also agrees to provide Consultant, during the Consulting Period, with health and disability insurance benefits equivalent to [\_\_\_\_].]

### **3. Termination.**

Consultant may terminate this Agreement at any time upon [\_\_\_\_] days' advance written notice to the Company.

#### 4. Independent Contractor.

It is specifically agreed and understood that, during the Consulting Period, Consultant's relationship to the Company shall be that of an independent contractor and that neither this Agreement nor the services to be rendered hereunder shall for any purpose whatsoever or in any way or manner create any employer-employee relationship between the parties.

#### 5. General.

5.1 Governing Law. This Agreement will be construed in accordance with and governed by the laws of the [\_\_\_\_], without giving effect to the conflict of law principles of the [\_\_\_\_\_].

5.2 Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

5.3 Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

if to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Attention: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Attention: \_\_\_\_\_

if to the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Attention: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Attention: \_\_\_\_\_

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 5.3. All notices and other communications will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

5.4 Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

5.5 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (d) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” and (e) references to “hereunder,” “herein” or “hereof” relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

5.6 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

5.7 Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

5.8 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

*[The remainder of this page has been intentionally left blank.]*

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

COMPANY

[NAME OF COMPANY]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
[Name]