

ADVISOR AGREEMENT

Location: _____ Effective Date: _____

Parties:

Advisor Name: _____

Advisor Address: _____

Client Name: _____

Client Address: _____

Recitals:

WHEREAS, Advisor has expertise in the field of advisory services described herein; and WHEREAS, Client desires to engage Advisor to provide such services on the terms and conditions set forth in this Agreement; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Appointment and Services

Client hereby engages Advisor to perform advisory services (the "Services") as described in this Agreement, and Advisor accepts such engagement. Advisor shall provide services in a professional and timely manner consistent with industry standards.

2. Term

This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either party upon thirty (30) days prior written notice, or as otherwise provided herein.

3. Compensation

Client shall pay Advisor fees as specified in Exhibit A attached hereto and incorporated herein by reference. All fees are payable in U.S. Dollars and are due within thirty (30) days of invoice receipt. Late payments shall bear interest at the lesser of 1.5% per month or the maximum rate permitted by law.

4. Expenses

Client shall reimburse Advisor for all reasonable and pre-approved out-of-pocket expenses incurred in connection with the performance of the Services upon submission of appropriate documentation.

5. Confidentiality

Each party agrees to maintain the confidentiality of all confidential or proprietary information disclosed by the other party and to use such information only for purposes of performing obligations under this Agreement. This obligation shall survive termination.

6. Intellectual Property

Unless otherwise agreed in writing, all work product, deliverables, and intellectual property developed by Advisor in connection with the Services shall be the exclusive property of Client. Advisor hereby assigns all such rights to Client.

7. Independent Contractor

Advisor is an independent contractor and not an employee, agent, or partner of Client. Advisor shall have no authority to bind Client or incur any obligations on its behalf.

8. Warranties and Representations

Advisor represents and warrants that it has the requisite expertise, qualifications, and authority to perform the Services, and that the Services will be performed in a professional manner in accordance with generally accepted industry standards.

9. Indemnification

Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses arising out of or resulting from the indemnifying party's breach of this Agreement, negligence, or willful misconduct.

10. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, punitive, or special damages arising out of or related to this Agreement, even if advised of the possibility of such damages. Advisor's total liability under this Agreement shall not exceed the total fees paid by Client to Advisor hereunder.

11. Termination

Either party may terminate this Agreement for cause upon written notice if the other party materially breaches any term and fails to cure within fifteen (15) days of receipt of notice. Upon termination, all fees and expenses incurred through the termination date shall be payable.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles.

13. Dispute Resolution

Any disputes arising from or related to this Agreement shall be resolved first through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association in the State of _____.

14. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, Client shall not solicit or hire any employee or independent contractor of Advisor without prior written consent.

15. Non-Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor entity in connection with a merger or sale of substantially all assets.

16. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth herein.

17. Entire Agreement

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written agreements.

18. Amendments

No modification or amendment of this Agreement shall be effective unless in writing and signed by duly authorized representatives of both parties.

19. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

20. Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any other breach or default. Failure to enforce any provision shall not constitute a waiver.

21. Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each deemed an original and all of which together constitute one instrument. Signatures delivered by email or electronic means shall be deemed valid.

22. Compliance with Laws

Each party agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in performing its obligations under this Agreement.

23. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, embargoes, strikes, or governmental action.

24. Relationship of the Parties

This Agreement does not create any partnership, joint venture, agency, or employment relationship between the parties.

25. Headings

Headings are for convenience only and shall not affect the interpretation of this Agreement.

26. Survival

The provisions of this Agreement which by their nature survive termination or expiration, including but not limited to confidentiality, indemnification, and limitation of liability, shall survive.

27. Additional Provisions

Any additional provisions mutually agreed upon by the parties shall be set forth in writing and signed by both parties as addenda to this Agreement.

ADVISOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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