

CONSULTING AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Client Name: _____

Client Address: _____

Consultant Name: _____

Consultant Address: _____

RECITALS:

WHEREAS, Client desires to engage Consultant to provide consulting services as set forth herein, and Consultant agrees to perform such services under the terms and conditions of this Agreement.

1. Engagement of Services

Client hereby engages Consultant, and Consultant accepts such engagement, to perform consulting services described in Exhibit A attached hereto (the “Services”). Consultant shall determine the method, details, and means of performing the Services.

2. Term

The term of this Agreement shall commence on the Effective Date and continue until terminated pursuant to Section 9 of this Agreement.

3. Compensation

Client shall pay Consultant the fees set forth in Exhibit B attached hereto. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice.

4. Independent Contractor

Consultant shall perform the Services as an independent contractor and not as an employee, agent, or representative of Client. Consultant shall have no authority to bind Client or incur obligations on its behalf.

5. Confidentiality

Consultant agrees to maintain in strict confidence all proprietary or confidential information disclosed by Client, refrain from unauthorized use or disclosure of such information, and comply with all applicable laws regarding privacy and data protection.

6. Intellectual Property

All materials, inventions, discoveries, works of authorship, and other results developed by Consultant in connection with the Services shall be the sole and exclusive property of Client. Consultant hereby assigns all right, title, and interest therein to Client.

7. Representations and Warranties

Consultant represents and warrants that (a) Consultant has the right and authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner; and (c) Consultant will comply with all applicable laws and regulations.

8. Indemnification

Consultant shall indemnify, defend, and hold Client harmless from and against any and all claims, damages, liabilities, costs, and expenses arising from Consultant's breach of this Agreement, negligence, or willful misconduct.

9. Termination

Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party. Upon termination, Client shall pay Consultant for all Services performed through the termination date.

10. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall solicit for employment or engagement any employee or contractor of the other party without prior written consent.

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in California.

12. Dispute Resolution

Any dispute arising out of or relating 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.

13. Notices

All notices required under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail return receipt requested to the addresses set forth above.

14. Entire Agreement

This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, and communications, whether oral or written.

15. Amendments

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

16. Severability

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

17. Waiver

No failure or delay by either party to enforce any right or remedy shall constitute a waiver of such right or remedy.

18. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

19. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one agreement.

20. Headings

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

CLIENT SIGNATURE

CONSULTANT SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://agreementdocs-us.com/consulting-agreement-california/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementdocs-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.