**Prepared for:**

[Client First Name] [Client Last Name]

[Client Company]​

**Created by:**

[Sender First Name][Sender Last Name]

[Sender Company]

# Agreement Term

This IT consulting agreement will commence as of the date it is signed by Client, and will continue on a month-to-month basis until either party chooses to cancel it via written notice, delivered pursuant to the terms of this agreement.

# Cancellation

This agreement is intended to be a month-to-month consulting agreement, with no long-term commitment by either party. Should either party choose to cancel this agreement, they may do so by providing written notice, delivered via email or certified mail. In the event of cancellation, Consultant agrees to cease providing IT consulting services immediately, and generate a final pro-rated invoice for services rendered.

# Services Provided

Consultant agrees to provide IT consulting services including the following:

Services Description

# Pricing & Payment

Client agrees to pay Consultant a monthly retainer each month for the duration of this IT consulting agreement, as detailed in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Price | QTY | Subtotal |
| Monthly IT Consulting Retainer | $2,499.00 | 1 | $2,499.00 |
| **$2,499.00** |

|  |  |
| --- | --- |
| Subtotal | **$2,499.00** |
| Discount | **$0.00** |
| Tax | **$0.00** |
| **Total** | **$2,499.00** |

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.

# Intellectual Property

Consultant agrees that, as an independent subcontractor, all intellectual property rights related to the work performed under the terms of this agreement are assigned to the Client.

# Confidentiality

Consultant agrees to maintain complete confidentiality and non-disclosure of Client’s trade secrets and business practices at all times, excepting cases previously approved in writing by Client.

# Competition & Solicitation

Consultant agrees not to solicit or endeavor to hire Client’s employees at any time. Client acknowledges Consultant’s right to perform IT consulting work for other agencies, including Client’s competitors. Such work shall comply with the confidentiality terms of this IT consulting agreement.

# Indemnity

Both Client and Consultant agree to indemnify and hold each other harmless for any damages or liabilities that arise during the term of this agreement.

# Amendments

This is agreement represents the full scope of the business relationship between Client and Consultant. All IT consulting services provided by Consultant to Client shall be in compliance with the terms of this agreement. No other terms, promises, or commitments are valid.

# Governance & Dispute Resolution

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.

# Acceptance

Once you’ve finished customizing this template, hit “send” in the menu on the right. You and your client will receive a copy of this contract, which can be signed from any computer or mobile device.

|  |  |
| --- | --- |
| [Sender Company]  | [Client Company]  |
| [Sender First Name] [Sender Last Name] | [Client First Name] [Client Last Name]  |