


Consulting Services Agreement--Hourly Fee

- 🔊 We got an agreement from our Consultant and couldn't help but want to make it look pretty—here it is.
- 🔊 The first part of the Memorandum should be completed and distributed to the other party along with a copy of the the Consulting Services Fee Agreement.

Date: **[Date]**

To: **[Name of Client]**

From: **[Owner/Founder]**
 **[Company]**

Subject: **Consulting Services Fee Agreement**

Attached to this memorandum is a “Consulting Services” Agreement that arranges for payment on a [fixed or hourly] basis.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔴 **Do Not Use This Agreement 'As-Is.'**
- 🔴 **This Agreement Is Not Legal Advice.**
- 🔴 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔴 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔴 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Consulting Services Agreement

☞ This is an introductory paragraph which sets forth the parties and the date of this agreement.

Effective Date [Date]

Between [Name of Client] (“Client”)

and [Company Legal Name] (“Consultant”)

a [State] [Professional Corporation, Limited Liability Partnership]

[Address]

[City], [State] [Zip Code]

1. Consulting Services Provided

☞ The next paragraph defines the consulting services to be provided by the Consultant. The Consultant will list the exact services to be provided and may also expressly exclude certain services.

The consulting services to be provided by Consultant are as follows:

- [insert consulting services]
- Xxx
- xxx

2. Responsibilities of Consultant & Client

☞ In the following paragraph the Consultant and Client agree to keep each other up-to-date regarding the Client’s matters.

Client agrees to pay Consultant’s fees accrued hereunder within thirty (30) days from billing date, to be truthful, to cooperate with Consultant, and to keep Consultant informed of Client’s address, phone number and whereabouts and any relevant developments. Consultant agrees to keep Client informed of any relevant developments, to respond promptly to Client’s inquiries and to perform the consulting services mentioned above.

3. Consultant’s Fees

☞ The Consultant will charge an hourly fee for his/her services and those of his/her services and those of his/her employees and will bill the Client monthly.

Client shall pay Consultant for the consulting services provided hereunder at an hourly rate of \$[x] per hour.

Consultant’s [associates], [writers] and [graphic designers] shall be paid at:

- \$[x] per hour for [associates],
- \$[x] per hour for [writers], and

- \$[x] per hour for [graphic designers].

Charges shall be billed in increments of one tenth of an hour and rounded off to the nearest one-tenth of an hour. Hourly fees hereunder may be changed upon thirty (30) days' written notice to Client. Client shall be billed monthly for all Consultants' fees and expenses.

4. Expenses

- ☞ The Consultant is to bill Client for monthly expenses. The Client has to pay in advance any expenses in excess of \$100.00.

“Expenses” shall include, but are not limited to, court fees, deposition fees, investigation expenses, expert fees and expenses, telephone charges, copying charges and service of process fees. Consultant shall advance all expenses of \$100.00 or less in connection with the representation provided to Client. Client shall be billed for any accrued expenses on a monthly basis. Any expenses in excess of \$100.00 shall be paid in advance by Client.

5. Discharge of Consultant

- ☞ The Client can get rid of the Consultant at any time but will have to pay outstanding fees and expenses.

Client may discharge Consultant at any time by written notice to Consultant. The discharge shall be effective upon receipt. If proceedings have commenced Client shall execute and return a substitution-of-Consultant form to be sent by Consultant. Notwithstanding the foregoing, Client shall be obligated to pay Consultant for all expenses advanced by Consultant and all accrued Consultant's fees.

6. Consultant's Fees & Expenses in Action on Agreement

- ☞ If the parties have a dispute over this agreement, the losing party has to pay the legal fees and expenses of the winning party.

In any action to enforce any provision of this Agreement, the prevailing party will be awarded reasonable Consultants' fees and expenses.

- ☞ This Agreement will be governed by state law. Generally, this will be the law of the state where the Consultant is licensed to practice. You should note that certain states have special requirements for consulting services agreements.

7. Governing Law

This Agreement shall be subject to and interpreted according to [State] law.

- ☞ The parties are to sign duplicate originals of this Agreement, one original for each.

Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Agreement as of the Effective Date first written above.

Consultant

Client

[Owner/Founder]

Client

