

# CONTRACTOR LETTER OF INTENT

Date: \_\_\_\_\_

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**RE:** \_\_\_\_\_

This Letter of Intent (the "Letter") sets forth the proposed terms and conditions of the Services described hereunder and shall govern the relationship between the Client and Contractor (the "Parties") until replaced by a definitive, formal agreement addressing the same services and subject matter (the "Definitive Agreement"). The Services considered in this Letter and in the Definitive Agreement are subject in all respects to the following:

- 1. THE CLIENT.** \_\_\_\_\_ (the "Client") with a mailing address of \_\_\_\_\_.
- 2. THE CONTRACTOR.** \_\_\_\_\_ (the "Contractor") with a mailing address of \_\_\_\_\_.
- 3. THE SERVICES.** Unless otherwise agreed to by the Parties, the Contractor agrees to provide the following services:

(the "Services").

- 4. LOCATION.** The primary location for the Services performed by the Contractor shall be:

(the "Location").

5. **PAYMENT.** In consideration for the Services provided, the Client agrees to pay the Contractor in the following manner: (check one)

- Per Job. \$ \_\_\_\_\_ for the completion of the Services.
- Per Hour. \$ \_\_\_\_\_ / hour.
- As Stated in the Definitive Agreement. The payment amount will be determined in the Definitive Agreement between the Contractor and Client.
- Other: \_\_\_\_\_.

6. **PAYMENT METHOD.** The Contractor shall be paid, in accordance with Section 5, in the following manner: (check one)

- Every  week  month  quarter, beginning on \_\_\_\_\_.
- Upon completion of the Services performed.
- Upon the Client receiving an invoice from the Contractor.
- Other: \_\_\_\_\_.

7. **START AND END DATE.** The Contractor shall start providing the Services on \_\_\_\_\_ and the Services shall be completed: (check one)

- By \_\_\_\_\_.
- In a reasonable time period in accordance with industry standards.
- Other: \_\_\_\_\_.

8. **INTENTION OF THE PARTIES.** This Letter sets forth the intentions of the Parties to use reasonable efforts to negotiate, in good faith, a Definitive Agreement with respect to all matters herein. Notwithstanding paragraphs 8 through 10, which shall be legally binding, any legal obligations with respect to all other matters shall only arise if and when the Parties execute and deliver a Definitive Agreement.

9. **GOVERNING LAW.** This Letter shall be governed under the laws of the State of \_\_\_\_\_.

**10. SIGNATURES.**

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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