**ENGAGEMENT LETTER**

1. **THE PARTIES**. This Engagement Letter (the "Letter") is made effective as of [MM/DD/YYYY] by and between:

Client: [CLIENT NAME] with a mailing address of

[CLIENT ADDRESS] (the "Client"), and

Service Provider: [SERVICE PROVIDER NAME] with a mailing address of

[SERVICE PROVIDER ADDRESS] (the "Service Provider").

1. **SERVICES**. The Service Provider agrees to provide the following Service(s):

[DESCRIBE SERVICES TO BE PERFORMED].

(the "Services").

1. **TERM**. The Services shall commence on [MM/DD/YYYY] and end: (check one)

[ ]  - On the date of [MM/DD/YYYY].

[ ]  - Upon completion of the Services performed.

[ ]  - Other: [OTHER TERM].

1. **COMPENSATION**. In consideration for the Services provided, the Service Provider is to be paid in the following manner: (check all that apply)

[ ]  - Per Hour. $[RATE] /hour.

[ ]  - Per Job. $[TOTAL AMOUNT] for the completion of the Services.

[ ]  - Commission. [PERCENT]% commission based on [COMMISSION].

[ ]  - Other: [OTHER COMPENSATION].

1. **PAYMENT METHOD**. The Service Provider shall be paid, in accordance with Section 4, in the following manner: (check one)

[ ]  - Every [ ]  week [ ]  month [ ]  quarter, beginning on [MM/DD/YYYY].

[ ]  - Upon completion of the Services performed.

[ ]  - Upon the Client receiving an invoice from the Service Provider.

[ ]  - Other: [OTHER PAYMENT METHOD.

1. **RETAINER**. The Client is: (check one)

[ ]  - REQUIRED to pay a Retainer in the amount of $[AMOUNT] to the Service Provider as an advance on future Services to be provided (the "Retainer"). The Retainer is: (check one)

[ ]  - Refundable.

[ ]  - Non-Refundable.

[ ]  - NOT REQUIRED to pay a Retainer before the Service Provider is able to provide

Services.

1. **CONTINGENCY**. As part of the Service Provider’s pay: (check one)

[ ]  - There SHALL be a contingency fee arrangement in accordance with:

(check one)

[ ]  - [PERCENT]% of [CONTINGENCY REQUIREMENTS].

[ ]  - Flat fee of $[AMOUNT] for the following: [FLAT FEE REQUIREMENTS].

[ ]  - There SHALL NOT be a contingency fee arrangement as part of this Letter.

1. **EXPENSES**. The Service Provider shall be: (check one)

[ ]  - Responsible for ALL expenses.

[ ]  - Responsible for ONLY the following expenses: [EXPENSES].

[ ]  - Responsible for NO expenses.

1. **TERMINATION OF LETTER**. In the event of a material breach, either party may terminate this Letter prior to the end of the term by providing [#] days’ written notice to the defaulting party.
2. **INDEPENDENT CONTRACTOR STATUS**. The Service Provider, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Service Provider's employees or contract personnel are, or shall be deemed, the Client's employees.
3. **GOVERNING LAW**. This Letter shall be governed under the laws in the State of [STATE NAME].
4. **ADDITIONAL TERMS AND CONDITIONS**.

[ADD ANY ADDITIONAL TERMS AND CONDITIONS HERE].

1. **ENTIRE AGREEMENT**. This Letter, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Letter supersedes any prior agreements, promises, conditions, or understandings between the Client and the Service Provider. This letter shall become effective when both parties accept the terms set forth herein and provide signatures below. This Letter may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Letter on the dates written hereunder.

**Client's Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date: [MM/DD/YYYY]

Print Name [CLIENT NAME]

**Service Provider's Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date: [MM/DD/YYYY]

Print Name: [SERVICE PROVIDER NAME]