

ENGAGEMENT LETTER

1. **THE PARTIES.** This Engagement Letter (the "Letter") is made effective as of _____ by and between:

Client: _____ with a mailing address of _____ (the "Client"), and

Service Provider: _____ with a mailing address of _____ (the "Service Provider").

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

(the "Services").

3. **TERM.** The Services shall commence on _____ and end: (check one)

- On the date of _____.
- Upon completion of the Services performed.
- Other: _____.

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

- Per Hour. \$ _____ / hour.
- Per Job. \$ _____ for the completion of the Services.
- Commission. _____% commission based on _____.
- Other: _____.

5. **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 _____.
- Upon completion of the Services performed.
- Upon the Client receiving an invoice from the Service Provider.
- Other: _____.

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

- REQUIRED to pay a Retainer in the amount of \$ _____ 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.

7. CONTINGENCY. As part of the Service Provider's pay: (check one)

- There SHALL be a contingency fee arrangement in accordance with: (check one)

- _____% of _____.

- Flat fee of \$_____ for the following:
_____.

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

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

- Responsible for ALL expenses.

- Responsible for ONLY the following expenses:
_____.

- Responsible for NO expenses.

9. 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.

10. 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.

11. GOVERNING LAW. This Letter shall be governed under the laws in the State of _____.

12. ADDITIONAL TERMS AND CONDITIONS.

13. 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: _____ **Date:** _____

Print Name _____

Service Provider's Signature: _____ **Date:** _____

Print Name: _____