

SALES CONSULTANT AGREEMENT

This **Sales Consultant Agreement (the "Agreement")** is made and entered into as of the _____ day of _____ 20____ (the "Effective Date"), by and between [Company Name], a [State] corporation with its principal place of business at _____ (the "Company"), and [Consultant Name], an individual with its principal place of business at _____ (the "Consultant").

RECITALS

WHEREAS, the Company desires to engage the services of the Consultant to provide sales consulting services to the Company; and

WHEREAS, the Consultant is willing to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement and Scope of Services.

(a) **Engagement.** The Company hereby engages the Consultant to provide sales consulting services to the Company during the term of this Agreement.

(b) **Scope of Services.** The Consultant shall provide the Company with advice and assistance in the development, implementation, and management of the Company's sales strategy, including but not limited to the following:

- (i) Develop and execute a sales strategy that aligns with the Company's goals and objectives;
- (ii) Provide advice and assistance with respect to sales techniques, sales training, sales management, and sales compensation;
- (iii) Assist with the development of sales plans and budgets;
- (iv) Analyze and report on sales metrics and results;
- (v) Provide advice and assistance with respect to the development and implementation of customer relationship management (CRM) systems; and
- (vi) Perform such other sales consulting services as may be mutually agreed upon by the parties.

2. Term and Termination.

Term. This Agreement shall commence upon the Effective Date, as stated above, or on the ___ of _____ 20 ___ and will continue until ___ of _____ 20 ___ unless terminated as provided herein.

(b) **Termination.** Either party may terminate this Agreement at any time upon [Number of days] days written notice to the other party. In addition, either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach of this Agreement by the other party.

(c) **Effect of Termination.** Upon termination of this Agreement, the Consultant shall promptly return to the Company all Company property and confidential information in the Consultant's possession, custody or control.

3. Compensation.

(a) **Consulting Fee.** In consideration for the Consultant's services hereunder, the Company shall pay the Consultant a consulting fee of [Amount in Dollars] per: (Select one)

- Daily
- Weekly
- Bi-Weekly
- Monthly
- Per Completed Work

- Other: _____ during the term of this Agreement.

(b) **Expenses.** The Company shall reimburse the Consultant for all reasonable and necessary out-of-pocket expenses incurred by the Consultant in connection with the performance of services hereunder, provided that such expenses are approved in advance by the Company.

(c) **Payment.** The Company shall pay the consulting fee and reimbursable expenses within _____ days of receipt of the Consultant's invoice for such amounts.

4. **Confidential Information.**

(a) **Definition.** "Confidential Information" means any and all confidential and proprietary information of the Company, including but not limited to customer lists, financial information, marketing plans, sales data, trade secrets, and any other information designated by the Company as confidential.

(b) **Protection.** The Consultant shall protect the Confidential Information with the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care. The Consultant shall not use or disclose any Confidential Information except as necessary to perform services hereunder or as required by law.

5. **Independent Contractor.**

The Consultant is an independent contractor and not an employee, partner, or agent of the Company. The Consultant shall have no authority to bind

6. Intellectual Property.

(a) **Ownership.** Any intellectual property created or developed by the Consultant in connection with the performance of services hereunder shall be the sole and exclusive property of the Company.

(b) **Assignment.** The Consultant hereby assigns to the Company all right, title, and interest in and to any such intellectual property, including but not limited to patents, copyrights, trademarks, and trade secrets.

7. Non-Solicitation.

During the term of this Agreement and for a period of [Number of months/years] following its termination, the Consultant shall not, directly or indirectly, solicit or attempt to solicit any customers or clients of the Company, nor shall the Consultant induce or attempt to induce any employee of the Company to terminate his or her employment.

8. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without giving effect to its principles of conflicts of law.

9. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, understandings, and agreements, whether written or oral, between the parties.

10. Amendment and Waiver.

This Agreement may be amended or modified only by a written instrument executed by both parties. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce such provision.

11. Notices.

All notices required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by overnight courier, to the addresses set forth below or to such other address as either party may from time to time designate in writing:

If to the Company:

[Company Name]
[Address]
[City, State, Zip Code]

Attention: [Name and Title]

If to the Consultant:

[Consultant Name]
[Address]
[City, State, Zip Code]

12. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Sales Consultant Agreement as of the Effective Date.

[Company Name]

Signature: _____ Date _____

Name: _____

Title: _____

[Consultant Name]

Signature: _____ Date _____

Name: _____

Title: _____