

# ARCHITECT CONSULTING AGREEMENT

This **Architect Consulting Agreement** (“**Agreement**”) is entered into by and between [Client Name] whose mailing address is \_\_\_\_\_ hereinafter known as "Client" and [Architect Name] (“Architect”) whose mailing address is \_\_\_\_\_ hereinafter known as "Architect" this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_

**NOW THEREFORE**, as consideration for the foregoing and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by both parties, the parties hereto agree as follows:

## Scope of Services

1. Architect agrees to provide consulting services to Client for the following project(s) (“Project”): [Project Description]. The scope of services to be provided by Architect shall include, but not be limited to, the following:
  - [Service 1]
  - [Service 2]
  - [Service 3]
  - [Service 4]
  - [Service 5]

## Compensation

2. In consideration for Architect’s services, Client agrees to pay Architect a fee of [Fee Amount in dollars]. The fee shall be paid;
  - Once
  - Twice
  - Other: \_\_\_\_\_.

payments will be in the following manner;

- Weekly
- Monthly

- Bi-Monthly
- Quarterly
- Annually
- Other:\_\_\_\_\_.

Client agrees to pay all expenses related to the Project, including, but not limited to, travel expenses and any other necessary expenses related to the completion of the Project.

### **Term**

3. This Agreement shall commence on [Start Date] and shall terminate on [End Date] unless terminated earlier by either party upon [Number of Days] days written notice.

### **Ownership of Work**

4. All documents, reports, and other work prepared by Architect in connection with the Project shall be the property of Client. Architect agrees to provide Client with all such materials upon completion of the Project.

### **Confidentiality**

5. Architect shall not disclose to any third party any confidential information obtained from Client in connection with the Project without Client's prior written consent.

### **Independent Contractor**

6. Architect shall be an independent contractor and not an employee of Client. Architect shall have no authority to bind Client or to create any obligation on Client's behalf.

### **Indemnification**

7. Architect shall indemnify and hold harmless Client from any and all claims, damages, liabilities, and expenses arising out of or in connection with Architect's performance of services under this Agreement.

### **Governing Law**

8. This Agreement shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_, without giving effect to any choice of law or conflict of law provisions.

### **Amendments**

9. This Agreement may not be amended or modified except in writing signed by both parties.

### **Counterparts**

10. 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.

### **Termination for Convenience**

11. Client may terminate this Agreement for convenience upon written notice to Architect. Upon receipt of such notice, Architect shall immediately stop work on the Project and provide Client with all work completed up to the date of termination. Client shall pay Architect for all services rendered up to the date of termination.

### **Termination for Cause**

12. Either party may terminate this Agreement for cause upon written notice to the other party in the event of a material breach of this Agreement by the other party. In such event, the breaching party shall have [Number of Days] days to cure such breach. If the breach is not cured within such period, the non-breaching party may terminate this Agreement without liability.

### **Limitation of Liability**

13. In no event shall Architect be liable to Client for any indirect, consequential, special, or incidental damages arising out of or in connection with this Agreement, even if Architect has been advised of the possibility of such damages. The total liability of Architect under this Agreement shall be limited to the total fees paid by Client to Architect for the Project.

### **Non-Solicitation**

14. During the term of this Agreement and for a period of [Number of Months] months thereafter, Architect agrees not to solicit, directly or indirectly, any employee, agent, or contractor of Client for employment or engagement by Architect or any third party.

### **Independent Review**

15. Client acknowledges that it has had the opportunity to seek independent legal, financial, and other professional advice with respect to this Agreement and its rights and obligations hereunder.

### **Notices**

16. Any notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon receipt if delivered in person or sent by registered or certified mail, postage prepaid, to the parties at the addresses set forth below or to such other addresses as the parties may specify in writing.

Client's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Architect's Name: \_\_\_\_\_

Address: \_\_\_\_\_

### **Waiver**

18. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

### **Assignment**

19. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

### **Headings**

20. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

### **Entire Agreement**

17. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions, agreements, or understandings, whether written or oral, relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**Signature of Client:** \_\_\_\_\_

[Client Name] \_\_\_\_\_

**Signature of Architect:** \_\_\_\_\_

[Architect Name] \_\_\_\_\_