

STANDARD DESIGN CONSULTING AGREEMENT

This **Standard Design Consulting Agreement ("Agreement")** is made as of _____, 20____, by and between:

I. PARTIES

Design Consultant: _____ with a mailing address of _____ hereinafter referred to as the "**Consultant**"

AND

Client: _____ with a mailing address of _____ hereinafter referred to as the "**Client.**"

II. Services. The consultant is willing and agrees to perform the following services:

_____ ("Services").

III. 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.

IV. Compensation. The Consultant will receive payment in accordance with the following schedule in exchange for the Services rendered: (select as applicable)

- \$_____/hour.
- \$_____ Per Job completed.
- Commission of ____% based on _____.
- Other. _____.

V. Contingency. The Consultant's Pay includes: (select one)

- A contingency fee arrangement in accordance with: (select as applicable)
 - ____% of _____.
- No contingency fee arrangement

VI. Payment. According to section IV, the consultant will be paid. (check one)

- Starting on _____, 20____, on a
Weekly,
Monthly, and
Quarterly basis.
- Once the services rendered have been completed.
- Upon receipt of an invoice from the Consultant by the Client.
- Other. _____.

VII. Retainer. The Client shall: (Select one)

- Pay a retainer fee of \$_____ towards future services ("Retainer"). Check one for the Retainer:

- Refundable.
- Non-Refundable.
- Not pay a Retainer fee before work commencement.

VIII. Expenses. The Client shall reimburse the Consultant for all reasonable and necessary expenses incurred by the Consultant in connection with the performance of services under this Agreement, provided that the Consultant has obtained the prior written approval of the Client for such expenses.

IX. Disputes. If a dispute arises between the parties in connection with this Agreement, the parties shall use their best efforts to resolve the dispute through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, the parties agree to submit the dispute to mediation in accordance with the rules of the American Arbitration Association. If the dispute cannot be resolved through mediation, the parties agree that the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, binding, and conclusive upon the parties

X. Legal Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by registered or certified mail, return receipt requested, or sent by a recognized overnight delivery service, addressed as follows:

Client's Address: _____

Consultant's Address: _____

XI. Return of Records. Upon termination or completion of this Agreement, the Consultant shall promptly return to the Client all records, documents, and other materials in its possession or control that were provided by the Client. The Consultant shall also destroy or return to the Client all copies of such records, documents, and materials and certify in writing to the Client that it has done so.

XII. Waiver of Contractual Right. The failure of either party to enforce any rights under this Agreement shall not be deemed a waiver of such rights. No waiver of any term of this Agreement shall be effective unless it is in writing and signed by the party against whom enforcement of such waiver is sought. No waiver of any term of this Agreement shall be deemed a waiver of any other term or condition of this Agreement.

XIII. Independent Contractor Status. The Consultant shall perform the services required under this Agreement as an independent contractor and not as an employee of the Client. The Consultant shall have the right to perform services for others during the term of this Agreement. The Client shall not have any right to control the manner or method in which the Consultant performs the services under this Agreement. The Consultant shall be responsible for all federal and state taxes, social security contributions, getting employees, and other deductions required by law in connection with the payment of fees under this Agreement.

XIV. State and Federal Licenses. In order to perform the Services under this Agreement, the Consultant represents and warrants that all associated employees and personnel will abide by all applicable federal, state, and local laws. This includes obtaining all necessary licenses, permits, and certificates.

XVII. Indemnification. The Consultant shall indemnify and hold the Client harmless from any and all damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising from any claim, demand, or action by a third party based on a breach of this Agreement by the Consultant.

XVIII. Confidentiality. The Consultant agrees to hold in confidence and not to use or disclose any confidential or proprietary information of the Client. "Confidential information" shall include all information or material that has or could have commercial value or other utility in the business if not publicly known. If requested, the Consultant shall promptly return all confidential information in its possession.

XVIII. Intellectual Property: All works created by the Consultant in connection with this Agreement shall be the sole and exclusive property of the Client. The Consultant shall execute any documents necessary to assign such rights to the Client.

XIX. Assignment. The Consultant may transfer rights and obligations under this Agreement to other people or companies working on a contract-by-contract basis (a "Subcontractor"). The Consultant acknowledges that they will be held responsible for all work done by the Subcontractor and will indemnify the Client from any claims arising from such work. Any proprietary or confidential information shared with the Subcontractor in accordance with this section shall be the Consultant's responsibility. The Consultant will be held accountable if the Subcontractor discloses any such information to third parties.

XX. Governing Law. The laws of the State of _____ shall govern this Agreement.

XXI. Severability. If any part of this Agreement is found to be void or invalid, the remaining portions shall still be enforceable. Unless a court determines that any provision or section is invalid or unenforceable, limiting the application of another provision or section, all remaining sections and provisions shall be deemed to be enforceable. If this is the case, the affected clause or section must be applied with this restriction.

XXII. Additional Terms. _____

XXIII. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties. This Agreement may be amended only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

Consultant's Signature _____ **Date** _____

Print Name _____

Client's Signature _____ **Date** _____

Print Name _____