

LETTER OF AGREEMENT

1. _____ (“**Client**”) hereby engages _____ (“**Vendor**”) to provide _____ services (“**Work**”). The Work is more fully described in the attached “**Exhibit A**” document, which is hereby incorporated as part of this agreement. The complete scope of this project will be determined through ongoing communications.

Vendor responsibilities

2. Vendor is an independent contractor of Client, and shall not be considered to be an agent, employee, partner, distributor, or representative of Client.
3. Work is performed as a “Work for hire”, owned in full by Client. Client may claim all creation credit for output produced as the result of this Work; however, Vendor may use it as part of their portfolio for the purpose of demonstrating past work produced.
4. Vendor agrees to honor the non-disclosure agreement signed on, _____ (date), and will not to disclose any information that the terms of that document deem confidential.
5. Vendor warrants that all output resulting from the Work is original, and does not contain any third party’s proprietary rights.

Client responsibilities

6. Client will provide any and all proprietary resources necessary for Vendor to complete the Work, including but not limited to:
 - a. Continued contact with company employees.
 - b. Source materials to be referred to or incorporated in the Work.
 - c. Direction necessary to complete the Work to Client’s satisfaction.
7. As full consideration for the Work, Client shall pay the fees set forth in Exhibit A, on a schedule described in that document or within 60 days of the completion of the Work, whichever comes first.

General notes

8. Client and Vendor will respond to one another’s queries regarding the Work in a timely fashion.
9. This is a Work for Hire agreement, and does not create or imply a condition of employment. Both Vendor and Client are bound by _____ (state) law, in the _____ (city/county) jurisdiction.
10. If any part of this agreement is found to be unlawful or unenforceable, the remainder of the agreement shall remain in full force.

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11. Either party shall have the option to terminate this Agreement for any reason or for no reason, upon three days' prior notice to the other party. Vendor shall be entitled to fees for services rendered, and Client shall be entitled to Work produced.

AGREED BY

CLIENT/CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

Address:

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT A

- This page extends and amends the Letter of Agreement between _____ (“**Client**”) and _____ (“**Vendor**”), to which it is incorporated herein. It gives details on services (“**Work**”) to be performed by Vendor for Client between _____ (start date) and _____ (end date).
- Unless otherwise noted, Work to be performed includes _____ and any other tasks mutually agreed upon by Client and Vendor. Specific deliverables will be determined through phone, email, in-person and other communications.

Stage 1: _____

- During this stage, Vendor will be available for up to _____ hours per week of ad-hoc consulting at a rate of \$_____ / hour.
- Client is under no obligation to engage Vendor during this Stage, and will be billed according to time used in 15-minute increments.
- Vendor will explicitly notify Client before incurring billable hours, and will present an itemized invoice for this Stage by _____ (date).

Stage 2: _____

- During this Stage, Vendor will be present at Client’s office at _____ to perform Work for the complete and customary business day.
- Client will pay for Vendor’s travel to and from _____, and private lodging in it during this Stage.
- Client will pay Vendor for an additional _____ for Work performed during this Stage.

Stage 3: _____

- During this Stage, Vendor will be available for up to _____ hours per week of ad-hoc consulting at a rate of \$_____ / hour.
- Client is under no obligation to engage Vendor during this Stage, and will be billed according to time used in 15-minute increments.
- Vendor will explicitly notify Client before incurring billable hours, and will present an itemized invoice for this Stage by _____ (date).

Agreed by: _____ Date: _____
Client Name & Contact Info

Agreed by: _____ Date: _____
Freelancer/Consultant & Contact Info