

Consulting Agreement

Free Fillable Legal Template — ClearLegalTips.com (2026)

This template matches the copy-and-paste agreement in the article. Replace the bracketed items, pick ONE fee structure in Section 3, and delete what does not apply. It creates an independent contractor (advisory) relationship, not employment. This is general information, not legal advice.

Consulting Agreement

This Agreement is made on [DATE] between [CLIENT NAME], of [ADDRESS] ("Client"), and [CONSULTANT NAME], of [ADDRESS] ("Consultant").

1. Services

Consultant will provide advisory services in the area of [SUBJECT, e.g., "marketing strategy"], including: [LIST, e.g., "monthly strategy sessions, campaign review, and written recommendations"]. Services are advisory; implementation is Client's responsibility unless separately agreed in writing.

Subject / area of advisory services: _____

Specific services included: _____

2. Term

This Agreement begins [DATE] and continues [until DATE / month to month, renewing automatically until terminated under Section 10].

Start date: _____

End date or renewal terms: _____

3. Fees [Choose one.]

(a) Hourly: \$[RATE]/hour, capped at [HOURS] hours/month without prior written approval, invoiced monthly.

(b) Retainer: \$[AMOUNT]/month covering [HOURS] hours; unused hours [expire monthly / roll over up to one month]; additional time bills at \$[RATE]/hour.

(c) Project fee: \$[AMOUNT], payable [50% on signing, 50% on completion].

Invoices are due within [15] days; late amounts accrue [1.5]% per month, and Consultant may suspend services on accounts more than [15] days past due.

Fee structure chosen (hourly / retainer / project): _____

Rate, retainer amount, or project fee: _____

4. Expenses

Client reimburses pre-approved, documented expenses [including travel at cost].

5. Independent Contractor

Consultant is an independent contractor, not an employee. Consultant controls the manner of performing the Services, may serve other clients, receives no benefits, and is responsible for all taxes. Consultant will provide IRS Form W-9. (For 2026, Client issues a Form 1099-NEC if the year's payments reach the \$2,000 threshold; all income is taxable regardless.)

6. No Guarantee of Results; Client Authority

Consultant will perform the Services with professional skill and care. Consultant does not guarantee any particular business outcome, and all decisions regarding implementation of Consultant's recommendations rest solely with Client.

7. Confidentiality

Each party will protect the other's non-public information and use it only for this engagement, during and after the term. [For sensitive pre-engagement discussions, pair with a standalone NDA.]

8. Work Product and Methodologies

Upon full payment, deliverables prepared specifically for Client (reports, analyses, plans) belong to Client. Consultant retains all rights in Consultant's pre-existing and generally applicable methodologies, frameworks, templates, and know-how, and grants Client a perpetual internal-use license to them as embedded in the deliverables.

9. Limitation of Liability

Except for breaches of confidentiality, each party's total liability under this Agreement is capped at the fees paid [in the twelve months] before the claim, and neither party is liable for indirect or consequential damages.

10. Termination

Either party may terminate on [30] days' written notice. Client pays for Services performed through the termination date, and Consultant will deliver a reasonable wind-down summary of work in progress.

11. Non-Solicitation

During the engagement and for [12] months after, neither party will solicit for employment the other's personnel involved in this engagement.

12. General

Entire agreement; amendments in signed writing; governed by the laws of [STATE]; disputes to [mediation, then] the courts of [COUNTY, STATE].

Governing state: _____

County and state for disputes: _____

Signatures

Client signature: _____

Client date: _____

Consultant signature: _____

Consultant date: _____

The three consultant-specific protections: the no-guarantee-of-results clause (Section 6), the liability cap tied to fees paid (Section 9), and ownership of your own methodologies and frameworks (Section 8). Keep all three intact — they are what makes this a consulting agreement rather than a contractor deal.

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INSTRUCTIONS FOR USE

How to use: (1) Replace every [BRACKETED] item with your details. (2) In Section 3, keep ONLY the fee model you chose (hourly, retainer, or project) and delete the other two. (3) For retainers, write down all four mechanics: what the fee covers, the rollover rule, the overage rate, and a quarterly true-up. (4) Keep Sections 6, 8, and 9 — the no-guarantee, methodology carve-out, and liability cap are the clauses that protect a consultant. (5) Both parties sign and date; collect a W-9 up front. This template is general information, not legal advice — for regulated-industry advice, six-figure engagements, or a redlined liability cap, consult a licensed attorney.