

# Engagement Letter

Agreement establishing the professional relationship, scope of services, and terms between service provider and client

**Important Notice:** This Engagement Letter establishes the terms of the professional relationship between the service provider and client. Both parties should review all terms carefully. This document does not guarantee specific outcomes or results. Consult with appropriate legal counsel for jurisdiction-specific requirements.

## 1. Service Provider Information

### Business/Firm Name\*

ABC Consulting LLC

### Contact Person Name\*

Full name of primary contact

### Business Address\*

Street, City, State, ZIP

### Phone Number\*

(555) 123-4567

### Email Address\*

contact@business.com

### Professional License/Registration Number

If applicable

## 2. Client Information

### Client Name (Individual or Business)\*

### Client Type\*

### Primary Contact Person\*

### Client Address\*

### Phone Number\*

### Email Address\*

## 3. Engagement Date and Term

### Effective Date\*



### Engagement Type\*

### End Date (if applicable)



### Estimated Project Duration

## 4. Scope of Services

### Service Category\*

-- Select Service Category --



### Detailed Description of Services\*

Describe specific deliverables, tasks, and objectives included in this engagement...

### Specific Deliverables\*

List all tangible deliverables (reports, documents, designs, etc.)...

### Services Explicitly Excluded

Describe any services NOT included to prevent scope creep...

**Notice:** Any services outside this defined scope will require a separate written amendment and may incur additional fees.

## 5. Fees and Compensation

### Fee Structure\*

-- Select Fee Structure --



### Rate or Fee Amount\*

\$150/hour or \$5,000 total

### Retainer Amount (if applicable)

\$2,500/month

### Estimated Total (for hourly/variable)

\$10,000 - \$15,000 estimated

### Additional Expenses

Travel, software, materials, subcontractors, etc.

### Expense Approval Threshold

Expenses over \$\_\_\_\_ require client approval

## 6. Payment Terms

### Payment Schedule\*

-- Select Payment Schedule --



### Accepted Payment Methods\*

- Check
- Credit Card
- ACH/Bank Transfer
- Wire Transfer
- Online Payment (PayPal/Stripe)

### Late Payment Fee

e.g., 1.5% per month on overdue balance

### Deposit/Retainer Required Before Work Begins

\$\_\_\_\_\_ due before work commences

**Notice:** Provider reserves the right to suspend services if invoices remain unpaid beyond the agreed terms.

## 7. Client Responsibilities

### Client Obligations\*

- Provide timely access to information/documents
- Designate a primary point of contact
- Respond to requests within agreed timeframe
- Provide feedback/approvals promptly
- Make personnel available as needed
- Provide access to relevant systems/accounts

### Response Timeframe Expected\*

-- Select Response Timeframe --



### Additional Client Responsibilities

Describe any specific materials, access, or cooperation required...

**Notice:** Delays caused by client's failure to fulfill responsibilities may result in extended timelines and/or additional fees.

## 8. Communication and Reporting

### Primary Communication Method\*

-- Select Method --



### Progress Update Frequency

-- Select Frequency --



### Designated Contact - Provider

Name and contact info

### Designated Contact - Client

Name and contact info

## 9. Confidentiality

### Confidentiality Agreement\*

- Provider agrees to keep client information confidential
- Client agrees to keep provider's proprietary methods confidential
- Both parties agree not to disclose terms of this engagement without consent

### Confidentiality Duration\*

-- Select Duration --



### Exceptions to Confidentiality

e.g., information already public, required by law...

## 10. Intellectual Property and Work Product

### Work Product Ownership\*

-- Select Ownership --



### Provider's Right to Use for Portfolio/Marketing

-- Select Option --



### Pre-Existing Materials

Describe any provider tools, templates, or IP that remain provider's property...



## 11. Limitation of Liability and Warranties

### Liability Cap\*

-- Select Liability Cap --



### Liability Cap - Other Amount

\$ \_\_\_\_\_

### Warranty Disclaimer

- Services provided "as is" without warranty of specific results
- Provider does not guarantee specific business outcomes
- Client acknowledges results depend on factors beyond provider's control

**Legal Disclaimer:** Provider is not liable for indirect, consequential, or incidental damages arising from this engagement. Client should consult appropriate legal counsel for jurisdiction-specific enforceability.

## 12. Termination

### Notice Period Required\*

-- Select Notice Period --



### Termination for Cause\*

- Non-payment of fees
- Breach of agreement terms
- Failure to cooperate/provide information
- Unethical or illegal requests

### Upon Termination - Work in Progress\*

-- Select Option --



### Return of Materials Upon Termination

- Provider returns all client materials
- Client returns all provider materials
- Both parties delete/destroy confidential information

## 13. Dispute Resolution

### Governing Law (State)\*

State whose laws govern this agreement

### Dispute Resolution Method\*

-- Select Method --



### Venue for Legal Proceedings

City/County, State

### Prevailing Party Recovers Attorneys' Fees

-- Select Option --



## 14. Additional Terms and Acknowledgments

### Additional Terms or Special Provisions

Enter any additional agreements, amendments, or special conditions...

### Entire Agreement Acknowledgment\*

- This letter constitutes the entire agreement and supersedes prior discussions
- Any modifications must be in writing signed by both parties
- Both parties have read and understand all terms

## 15. Signatures

**Note:** Witnesses and notarization are NOT typically required for engagement letters. Electronic signatures are acceptable and legally binding in most jurisdictions.

### Service Provider Signature

**Provider Name (Printed)\***

**Title/Position\***

**Provider Signature\***

**Date\***

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Signature of Service Provider

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Date Signed

### Client Signature

**Client Name (Printed)\***

**Title/Position (if signing on behalf of a business)**

**Client Signature\***

**Date\***

Signature of Client

Date Signed