**Advisory Contract**

This Advisory Contract in effect as of [*date*] is by and between the following parties:

**“Client”:**

|  |  |
| --- | --- |
|  |  |
| Name | Business Name |
|  |  |
| Street | Email |
|  |  |
| City, Province, Postal Code | Phone |

**“Provider”:**

|  |  |
| --- | --- |
|  |  |
| Name | Business Name |
|  |  |
| Street | Email |
|  |  |
| City, Province, Postal Code | Phone |

WHEREAS [*the Client*]wishes to retain [*the Provider*]for Advisory Services described in this contract, and [*the Provider*]agrees to provide such services in consideration of the payments described herein, both parties agree to the terms of this contract as follows:

**1. ENGAGEMENT SUMMARY**

*[The Client]* engages *[The Provider],* and *[The Provider]* agrees to render the services as set forth in the services section of this advisory contract.

Services shall be requested through written communication by *[The Client]* and their chosen representatives. All subsequent service request shall be subject to the full terms of this advisory contract.

*[The Provider]* agrees to provide all advisory services in a professional manner, and to act in the Client’s best interest at all times.

**2. TERM OF ENGAGEMENT**

This advisory contract shall begin on *[date]* and end on *[contract end date].* No advisory services shall be provided past this contract’s expiration unless a formal contract extension is agreed to by both parties.

**3. SERVICES TO BE DELIVERED AND SCHEDULE**

The Client hereby agrees to engage *[Provider]* to provide [the Client] with the following services:

|  |  |
| --- | --- |
| **SERVICES AND DELIVERABLES** | **SCHEDULE OF DELIVERY** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**4. TERMS OF PAYMENT**

In consideration of the advisory services provided, *[the Client]* agrees to compensate *[the Provider]* for the Services rendered as follows:

1. The Provider will charge the Client a flat fee of *[$0.00]* for the Services
2. The Client will be invoiced up front, with the amount being due on *[date].*
3. Invoices submitted by the Provider to the Client are due within 30 days or receipt.
4. The Compensation as stated in this contract does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation

*[In addition to the approved advisory services, the Client agrees to reimburse the Provider for any reasonable, pre-approved costs associated with providing the services requested, including travel and miscellaneous expenses.*

*The Provider agrees that no reimbursement shall be made by the Client for travel within 25 miles of the Provider’s listed business address.]*

**5. CONTRACT MODIFICATIONS**

Any amendment or modification of this contact or additional obligation assumed by the Provider will only be binding if evidenced in writing, signed by both the Client and Provider, or an authorized representative of each Party.

**6. CONFIDENTIALITY**

It is likely that both Client and Provider will be exposed to sensitive information belonging to one another, including financial information, trade secrets, and proprietary processes, systems, or products.

Thus, both Client and Provider agree to treat such information as confidential, and to refrain from disclosing it to any outside entity without prior written approval.

Both Client and Provider reserve the right to identify any information as confidential by delivering written notice to one another at any time.

This obligation to protect confidential information shall extend for a period of 5 years following the receipt of such information.

**7. INTELLECTUAL PROPERTY RIGHTS**

Any creations stemming for the advisory services performed under the scope of this contract shall be the sole intellectual property of the Client without exception.

**8. TERMINATION**

This advisory contract may be terminated at any time by either the Provider or the Client in the event that either party fails to act or perform in accordance with the full terms of this contract.

In the event that either party wishes to cancel this contract, they may do so by providing 30 days’ written notice via email or certified mail.

In the event that this contract is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Provider will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Provider.

The Provider or Client may elect to cancel this contract in the even that either party files bankruptcy, enters into liquidation, or is acquired by another entity.

**9. AUTHORIZATION**

This contract is hereby approved and accepted by the authorized representatives of *[the Provider]* and *[the Client].*

|  |  |
| --- | --- |
|   |  |
| Client Company Name  | Provider Company Name  |
|  |  |
| Signature | Signature  |
|  |  |
| Date | Date |