

# ENGAGEMENT LETTER

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

This Engagement Letter (the “Letter”) sets forth the terms and conditions under which the undersigned Client (“Client”) engages [Firm Name] (“Firm”) to provide professional services. This Letter, together with any attachments or exhibits, represents the entire agreement between the parties regarding the engagement.

## 1. Scope of Engagement

Firm will provide Client with the professional services as specifically described in Scope of Work attached hereto as Exhibit A. Any services requested beyond this scope will require a separate agreement or amendment.

## 2. Responsibilities of Client

Client agrees to provide Firm with all necessary information and access to personnel, records, and documents required for the completion of the services. Client shall cooperate fully and make timely decisions to facilitate the Firm’s performance.

## 3. Fees and Payment Terms

Fees for services will be based on Firm’s standard hourly rates, as detailed in Exhibit B, plus reasonable out-of-pocket expenses. Invoices will be issued monthly and are payable within thirty (30) days of receipt.

## 4. Confidentiality

Firm agrees to maintain all Client information in strict confidence and will not disclose such information to third parties without Client’s written consent, except as required by law or professional standards.

## 5. Term and Termination

This engagement will commence upon Client’s acceptance of this Letter and will continue until completion of the services or until terminated by either party upon written notice. Client will be responsible for payment of all services rendered through the termination date.

## 6. Limitation of Liability

To the fullest extent permitted by law, Firm’s liability arising out of this engagement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by Client under this Letter.

## 7. Governing Law and Dispute Resolution

This Letter shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflicts of law principles. Any dispute arising under this Letter shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

## 8. Entire Agreement

This Letter, including all exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings.

## 9. Amendments

No amendment or modification of this Letter shall be effective unless in writing and signed by authorized representatives of both parties.

**10. Independent Contractor**

Firm is engaged as an independent contractor. Nothing in this Letter shall be construed as creating a partnership, joint venture, or employment relationship.

**11. Client's Acceptance**

By signing below, Client acknowledges understanding and acceptance of the terms and conditions set forth in this Letter.

**CLIENT SIGNATURE**

**FIRM SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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