

## **CONTRACT FOR SERVICES**

### **By and Between Ascent Strategic Development and [CLIENT/ORGANIZATION]**

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ [Client/Organization], hereinafter referred to as the Client, and Ascent Strategic Development, the contractor/ independent business owner.

In consideration of payment in the amount of \$ \_\_\_\_\_ Ascent Strategic Development agrees to complete the work described below on or before \_\_\_\_\_:

### **Scope of Work**

#### I. **SCOPE OF WORK**

### **Termination of this Agreement**

Either Ascent Strategic Development, or the Client, may terminate this contract, with or without cause, by providing 15 days written notice to the other party. Should this occur, payment for work satisfactorily completed shall be adjusted accordingly.

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**Ascent Strategic Development**  
**CONTRACT FOR SERVICES (Continued)**

**Confidential Information**

During the course of performance of the Scope of Work (above), Ascent Strategic Development may have access to materials, data, strategies, systems, or other information related to the Client and its programs, clients, and funding sources. Any such information acquired by Ascent Strategic Development shall not be used, published, or divulged to any person, firm, governmental entity, organization, or corporation without first having obtained the written permission of the Client, except where required by law or appropriate subpoena from a court of law.

Ascent Strategic Development reserves the right to list the Client, the Client's principal location (city or town without street or mailing address), and the general nature of the work performed on a list of current or former clients used for purposes of advertising and promoting the services of Ascent Strategic Development, with the understanding that no confidential information shall be disclosed on such a list. Additionally, the Client may be asked to provide, at its sole discretion, a testimonial statement as to the quality of services performed by Ascent Strategic Development.

**Documentation of the Work Performed**

Within 10 calendar days following completion of the Scope of Work (above), Ascent Strategic Development shall provide to the Client electronic documentation of the work, in a format mutually agreeable to the Client and Ascent Strategic Development, as specified below, allowing the Client to print the document from their computer, and to distribute electronically to appropriate persons within the organization. Unless specified below, no paper copy of the documentation will be provided by Ascent Strategic Development. Unless specified below, Client will not receive materials generated in facilitated sessions such as brainstorming notes, flip chart, and other information that will otherwise be documented and then disposed of by Ascent Strategic Development.

***Preferred Documentation (for Client to Complete)***

Adobe Acrobat PDF      Microsoft Word/Excel format (Client using version \_\_\_\_\_)

Client prefers a hard copy be delivered to the mailing address listed on the Signature Page.

Client prefers to receive all materials generated in facilitated sessions such as brainstorming notes, flip chart, and other materials, once documentation is completed.

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Ascent Strategic Development  
**CONTRACT FOR SERVICES (Continued)**

**Independent Contractor Relationship**

It is understood by Ascent Strategic Development (as a contractor/independent business owner) and the Client (the contracting authority) that their relationship is not that of employee to employer. Ascent Strategic Development acknowledges and understands that provisions of law, including workers' compensation, unemployment insurance, wage and hour as well as all applicable taxes are the responsibility of the contractor/independent business owner and not the Client (the contracting authority). As evidence of the same Ascent Strategic Development (the contractor/independent business owner) has supplied the Client with a copy of relevant and current independent contractor certification as recognized by the State of Montana, Department of Labor and Industry, a copy of which is incorporated as part of this understanding.

The Client (contracting authority) acknowledges and understands that in order to maintain an independent contractor relationship between Ascent Strategic Development (the contractor/independent business owner) and the Client (the contracting authority), the Client may not exercise control over the manner and detail in which the work is performed. The contracting authority shall be concerned only with the delivery of the finished product within the timeframes agreed to by the parties. The contracting authority recognizes that by exercising control over Ascent Strategic Development as the contractor/independent business owner an employment relationship may exist. Ascent Strategic Development further represents to be engaged in an independently established trade, profession or occupation free from exercise of control by the Client other than as to delivery of a finished product in the timeframes agreed to by the parties with payment to be made as further agreed by the parties.

**Payment Terms and Tax Reporting:**

[INSERT PAYMENT SCHEDULE HERE]

Invoices for services will be issued by Ascent Strategic Development. Payment is due within 15 calendar days of receipt of the invoice. All preparation, facilitation, and documentation time is included in this proposal, as are all reasonable expenses (materials, travel, etc.) unless otherwise specified elsewhere in this contract.

Client will also be responsible to issue applicable tax documentation (e.g. IRS Form 1099) to Ascent Strategic Development for income earned in each tax year. Ascent will provide appropriate tax documentation (including taxpayer ID number) upon execution of this contract.

Ascent Strategic Development  
**CONTRACT FOR SERVICES**  
**Signature Page**

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

For: [Client/Organization]

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[MAILING ADDRESS]

[CITY, STATE, ZIP]

[PHONE]

For: Ascent Strategic Development

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Owner, Ascent Strategic Development