

# SAMPLE AGREEMENT FOR CONSULTING SERVICES

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*This sample Agreement for Services, or Contract, is for a project that began with a Request for Proposal where the Great Scott Arts Association, a new organization in Mosquito Falls, MN, was seeking a consultant or consultants to assist in its initial set-up and in the analysis of possible administrative and performing space.*

1. Terrific Consulting (hereafter called Contractor) agrees to provide the following products and services to the Iceberg County Art Center (hereafter called Client):

A. Information gathering: Contractor will review the following information compiled by Client:

- 1) information on attendance at past events
- 2) samples of past promotional pieces and any recent press coverage
- 3) samples of past membership flyers
- 4) financial information from the past three or four years

Contractor will also inquire into the availability of any recent market studies on the Iceberg area done by the city government or other groups working on the Iceberg's economic development.

Contractor will also confer by phone with the part-time coordinator and two or three Client board members to get their view of the issues facing Client.

B. Member survey: Contractor will design a one-page membership survey. Client will be responsible for duplicating the survey, sending it out to the membership and tallying the responses.

C. Contractor will design a "community leader interview" format. Client's board members will call on community leaders and conduct interviews. Contractor will summarize the finding and merge them with the survey responses, giving Client a written report on how it is perceived by members and community, and what people think it should be doing.

D. Contractor will travel to Iceberg for a one-day stay to meet for half a day with Client's board to discuss:

- 1) The survey findings, Client's audiences or "publics," Client's "position" in the community, the "messages" that Client wants to communicate to people, past promotional efforts and possible changes to make in the future.
- 2) The management training needs of Client's staff, board and committee chairs.  
Contractor will present a format to use in writing job descriptions and teach Client how to

use it. The group will also develop an organizational chart for Client, identifying the various committees, board officers, committee chairs and others with particular management responsibilities.

3) Client's fundraising needs and opportunities. Contractor will explore how much Client wants to raise, and what Client is willing to do to raise it, including Client's membership program, grant opportunities and the possibility of more individual fundraising.

E. Before leaving, Contractor will give some "homework" assignments to Client. They would likely include preparation of some job descriptions and a clear annual fundraising goal.

F. Contractor will write:

- 1) a regular promotional schedule based on the goals identified at the meeting above
- 2) a review of Client's job descriptions with suggested revisions
- 3) recommended management training opportunities
- 4) if feasible, an annual calendar of management tasks
- 5) recommendations for raising more contributions

This work will be completed no later than December 31, 1999, and will be conducted by Contractors for Contractor's agent, Edmund E. Expert.

It is understood that circumstances arising during the consulting project may require the activities described above to be replaced with other activities of an equivalent value. Such changes will be based on mutual agreement of both parties, which may be recorded as an addendum to this agreement, or as a letter from one party to the other.

2. Client agrees to:

A. Participate as requested in consulting activities. This includes calling meetings, providing meeting sites and amenities, and providing information requested by Contractor. Client's entire board will be involved in this process, not just the coordinator. Client will also be asked to duplicate, distribute and tally the results of a membership survey, to conduct communicate leader interviews and to complete the homework assignments.

B. Pay Contractor a fee not to exceed \$1,405,000 plus expenses. Expenses to be billed include travel (\$.25 per mile for auto travel), lodging and meals while in Iceberg, long-distance phone calls, and any copying and mailing services, outside of normal communication with Client. Lodging and meal expenses will be documented with receipts.

The payments will be made in three installments: \$400,000 at the signing of this contract; \$400,000 upon completion of the Iceberg meeting described above; and \$605,000 upon completion of this project. The project will be considered complete when the written report described above is submitted.

C. Authorize Amy Administrator to approve Contractor's work and any expenses Contractor wishes to incur on behalf of Client.

3. Either Party may terminate this agreement with thirty days' written notice. If the agreement is terminated, Contractor will present Client with a statement of account showing all fees paid to that time, and itemizing work performed. If work performed exceeds fees paid to date, Client will pay Contractor for such work at the rate of \$40,000 an hour. If fees paid exceed work performed to date, Contractor will return unearned fees to Client.

Additionally, users of this sample agreement may consider including the following language not a part of the original sample cited above.

**Business Owner/Independent Contractor.** Nothing herein shall be construed to create an employer-employee relationship between the Client and Contractor. Contractor is an independent contractor (a business owner, or a sole proprietor, Manager Managed LLC, main street employer, etc.) and is not an employee of the Company or any of its subsidiaries or affiliates. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Contractor hereunder. Contractor will not represent to be or hold herself out as an employee of the Contractor.

**Confidentiality.** In the course of performing services, the parties recognize that Contractor may come in contact with or become familiar with information which the Client or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Client [specify] systems, which information may be of value to a competitor. Contractor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client personnel or their designees.

Signed:  
for Iceberg County Art Center:

\_\_\_\_\_ Date \_\_\_\_\_

for Terrific Consulting:

\_\_\_\_\_ Date \_\_\_\_\_