

LETTERHEAD

Used with permission from TACS

[Name of Nonprofit Organization] and [Name of Consultant] Contract for [Name of Product or Service]

This Contract is entered into between **[Name of Nonprofit Organization]** and **[Name of Consultant]** (Contractor). **[Name of Nonprofit Organization]** and **[Name of Consultant]** agree to the following:

I. Effective Date

This Contract shall be effective on signing and until completion of work as specified in the Scope of Services.
OR This Contract shall be effective from XXX to XXX dates.

II. Scope of Services

Contractor will provide the following:

- Bulleted list of exactly what and when the consultant (contractor) will do.
- Can divide the list into different project phases if warranted.

[Name of Nonprofit Organization] will provide the following:

- Bulleted list of what the organization itself will do. Examples include: providing specific documents to the consultant, scheduling meetings, arranging food for a retreat, etc.

III. Fees for Services

[Name of Nonprofit Organization] and **Contractor** mutually agree that **[Name of Nonprofit Organization]** shall compensate Contractor for the services described in this agreement at a fee of [fixed fee or terms; expenses; etc.].

Contractor will invoice on completion of Scope of Services described above [or list deliverables and associated fees and dates]

OR Contractor will invoice monthly [or some other time frame]

[Name of Nonprofit Organization] shall make payments within thirty (30) days of receipt of an invoice.

IV. Termination

- This contract may be terminated by either party upon fifteen (15) days written notice to the other Party.

V. Contractor Information

Name:

Tax Id/SS #:

Address:

Telephone:

Email:

Status (*check appropriate box*): Corporation Sole Proprietor

VI. Contractor Status and Responsibilities

[Name of Nonprofit Organization] is not liable for the Contractor's salary withholdings, insurance costs, or other legally required payments related to his/her status as an independent contractor. Contractor is not a [Name of Nonprofit Organization] employee and is therefore not eligible to participate in any of [Name of Nonprofit Organization] employee benefits programs. The Contractor must meet and comply with the qualifications, standards, and regulations contained in the **Form W-9** and be able to substantiate these upon request.

VII. Tax ID Number

The Contractor has supplied [Name of Nonprofit Organization] with her/his Federal Tax ID number, and telephone number in section V of this agreement. Payment shall not be made to the Contractor without the receipt by [Name of Nonprofit Organization] of this information.

VIII. Conflict of Interest

Contractor agrees that there are no conflicts of interest, direct or indirect, that would interfere in any manner with the performance of these services, and will not knowingly employ any person having any such conflict of interest.

IX. Indemnification

Contractor agrees to hold harmless and indemnify **[Name of Nonprofit Organization]**, its directors, agents, and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind* incurred in connection with this agreement, or that arise out of any act or omission of **Contractor** or of any of her/his employees or agents.

**Including without limitation, indebtedness, penalties, fines, Contractor's costs, and reasonable legal fees.*

X. Change Orders

This agreement, or any part of this agreement, may be amended or renegotiated, by a written instrument, solely by mutual agreement of **[Name of Nonprofit Organization]** and **[Name of Consultant]**.

XI. Complete Agreement

This Contract constitutes the complete agreement between **[Name of Nonprofit Organization]** and **[Name of Consultant]**. It is subject to change only by an instrument executed in writing.

[Name of Nonprofit Organization] and **[Name of Consultant]** have executed this Contract as of the day and year written below.

[Name of Nonprofit Organization]

[Name of Consultant]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____