

Add Logo Here

Agreement No 000

# Engagement Agreement

**Date**

**Prepared by:**

Your Name

**Client Company Name**

**Email:** Client Email

**Phone:** Client Phone

**Address:** Client Address

**Your Company Name**

**Email:** Your Email

**Phone:** Your Phone

**Address:** Your Address

**Signees:**

Client Name(s)

Client Name(s), this letter is to confirm our understanding of the terms of our engagement and the nature and limitations of the services that we provide.

By signing this Agreement, **Client Company Name**, ("Client") has retained **Your Company Name**, ("**Your Company Name**") to proceed with the requested Services, (as defined herein), and agrees to the Terms and Conditions as set forth within this Agreement.

## 1. SERVICES

(Hereinafter referred to as the "Services")

- a. Add services

## 2. WE WILL PERFORM THE FOLLOWING WORK

- a. Add deliverables

## 3. THIS AGREEMENT DOES NOT INCLUDE

- a. Add deliverables

## 4. ESTIMATED PROJECT DURATION

- a. Project timelines vary depending on client meetings and turnaround times. The estimated timelines provided in this document are based upon an assumption that the client will provide feedback and approvals within one day of agency delivery milestones.

### b. START DATE

- i. Month, Day, Year and;

### c. ESTIMATED PROJECT COMPLETION DATE

- i. Month, Day, Year

## 5. PAYMENTS

- a. The total estimated investment for this project is **\$0.00 (incl. taxes)**. This investment breaks down as follows:
  - i. **\$0.00 for Add services from section 1 above**
  - ii. **\$0.00 for taxes**
- b. A deposit payment of **\$0.00 (incl. taxes)** is payable on signing of this agreement ("Deposit") which is non-refundable, unless **Your Company Name** has not shown reasonable progress before **Month, Day, Year (one month from start date above)**. In such unforeseen circumstances, Client will notify **Your Company Name** of such, this Agreement will terminate, and **Your Company Name** will immediately refund the Deposit.
- c. Unless this Agreement has been terminated pursuant the terms and conditions herein, at anytime prior to the applicable Payment Date, the remaining payments will be financed interest-free for 5-months and will be automatically debited (via approved PAD agreement) from the client's bank account according to the following schedule ("Payment Dates"):
  - i. **\$0.00 (incl. taxes) due on Month, Day, Year**
- d. The fee arrangement is based on the expected amount of time and the level of staff required to complete the services as agreed. The fee excludes miscellaneous expenses, pre-approved by the Client, which are incurred to complete the engagement.

- e. Should the Client request extra services not included in this Engagement Agreement we will inform the Client that such services will be charged at a reduced rate of **Your Hourly Rate** per hour, minimum 1 hour per task.
- f. All prices are subject to taxes unless otherwise noted.

## Terms and Conditions

### 1. Introduction

- a. **Your Company Name** have set out in this document our basic Terms and Conditions of business (the “Terms”), which, together with our Engagement Agreement (together called “this Agreement”), will apply to all work **Your Company Name** undertakes for you with respect to this engagement.
- b. If there is any conflict between these Terms and our Engagement Agreement, then the Engagement Agreement shall prevail. For the purposes of the Terms, “**Your Company Name**” includes its partners, employees and all its related entities

### 2. Our Services

- a. **Your Company Name** will provide the services set out in our Engagement Agreement (the “Services”) and will use all reasonable commercial efforts to provide the Services in an efficient and timely manner, using the necessary skill and expertise to an appropriate professional standard.

### 3. Client Responsibility

- a. You agree to pay for the services in accordance with this Agreement.
- b. You understand that **Your Company Name** is not an employee, agent, or partner of you however, you understand that it is important that you and **Your Company Name** work together in a cooperative relationship, where mutual professional respect, courtesy and consideration are expected between each other.
- c. Due to the virtual nature of this cooperative relationship, you understand the importance of communication, especially via email, and you agree to respond to questions, requests, and communications from **Your Company Name** in a timely manner.
- d. You understand that **Your Company Name** is a business with other clients to service and requires fair, realistic notice to attend to requests and projects. Poor planning or miscommunication on your part will not constitute an emergency for **Your Company Name**.
- e. You understand that **Your Company Name** may require detailed clarification of projects to meet expectations and provide the best support and highest quality of work.

### 4. Office Hours & Communication

- a. Office hours are **Your Office Hours**. **Your Company Name** is available for phone calls only during office hours.

## 5. Materials & Information

- a. You will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. You are responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for **Your Company Name** to perform or complete the contracted services or project.

## 6. Accuracy

- a. You assume full responsibility for acceptance of work or services performed and agreed upon, as well as final proofreading and accuracy. **Your Company Name** is not responsible for errors or omissions.

## 7. Benefit of Advice

- a. Unless otherwise specifically stated in the Engagement Agreement, any advice or opinion relating to the Services is provided solely for your benefit and may not be disclosed in any way, including any publication on any electronic media, to any other party and is not to be relied upon by any other party.
- b. During the supply of our services, we may supply oral, draft, or interim advice, reports, or presentations but in such circumstances our written advice or final written report shall take precedence. No reliance should be placed by you on any oral, draft, or interim advice, reports, or presentations. Where you wish to rely on oral advice or an oral presentation, you shall inform us, and we will provide documentary confirmation of the advice.
- c. **Your Company Name** shall not be under any obligation in any circumstance to update any advice or report, oral or written, for events occurring after the advice or report has been issued in final form.

## 8. Problem Resolution

- a. If at any time you would like to discuss with us how the Services can be improved or if you have a complaint about them, you are invited to telephone us, as the case may be identified in the Engagement Agreement. We will investigate any complaint promptly and do what we can to resolve the difficulties. The preferred channel for any problem resolution is to email **Your Email** so it can be properly documented and resolved.
- b. If the problem cannot be resolved, the parties agree to enter mediation, or some other form of alternative dispute resolution, before commencing legal proceedings.
- c. In the event of a dispute, or where fees remain unpaid beyond the due date, we reserve the right to suspend provision of the Services until such time as the dispute is resolved or the fees are paid. Suspension of the Services will not affect your obligation to pay us for Services rendered to the date of suspension.

## 9. Payment

- a. All invoices, unless otherwise stated in writing, are due and payable within 14 days.
- b. Native design files will not be turned over to the Client until full payment has been received. Until full payment of all invoices are paid in full, **Your Company Name** shall retain a lien on all of its work product and no design files or website files shall be released, regardless of stated deadlines, until full payment is received.

## 10. Payment Options

- a. Pre-Authorized Debit (PAD)

## 11. Late Payments

- a. Late payments will be subject to a 10% late fee for every 10 days of delinquency. Example: after the due date, 10% of the total invoice will be calculated, and added to the invoice. 10 days later, 10% of the new invoice total will be calculated, and added to the invoice, and so on, until payment is received.
- b. You agree that failure to pay outstanding balances in full within 30 days of the issuance of **Your Company Name's** invoice shall result in the following:
  - i. **Your Company Name** may, at its option, terminate and close the account with you;
  - ii. No further work will be performed on the account;
  - iii. You shall forfeit any rights to any work product already created or services already performed by **Your Company Name**, without any refund.
- c. Any Client account which accrues 3 late payments in a row, or a total of 5 late payments in total, will be terminated without warning, and the Client shall forfeit any rights to work product already produced.
- d. **Your Company Name** may also send such accounts to Collections and the Client's payment record may be reported to the Credit Bureau.
- e. Any returned payments will be subject to a **Your NSF Fee** fee for each occurrence.

## 12. Late Fees

- a. Late fees apply to all Clients who, after **Your Company Name** has provided notice and evidence of such to Client, acting reasonably, consistently fail to respond to questions in a timely manner, do not supply needed information, or otherwise impair efficient workflows, increase administrative time, and prevent **Your Company Name** from working to optimum standards and serving other clients in a fair and equal manner ("Client Obstruction").
- b. A one-time grace period of 5 consecutive business days, after Client has received notice of Client Obstruction, will apply for all new projects to account for unforeseen circumstances.
- c. Unless Client has remedied the Client Obstruction, after this 5-day grace period, a late fee of \$100.00 per day will apply to a maximum of 10% of the total project price.
- d. With sufficient notice from the Client, an extended project delay can be negotiated at a reduced rate of \$75 per day for a fixed period of time. After this period, the above \$100.00 per day rate will commence.

### 13. Lien

- a. You expressly agree that **Your Company Name** shall have a lien on all work products until full and final payment is made on any invoices issued. You agree until such payment is made, **Your Company Name** may retain and shall not release any material or property belonging to you, as well as work product of **Your Company Name**, until all invoices are paid and all just claims against you are satisfied.

### 14. Property

- a. All billing (including invoices, proposals, estimates, and statements) and reports will be provided to you from **Your Company Name** in a timely manner pursuant to the terms and conditions of this Agreement.

### 15. Accuracy of Information

- a. You agree that the accuracy of information supplied to **Your Company Name** is your sole responsibility, and that **Your Company Name** is not responsible and shall not be held liable for the results of services performed based on inaccurate, incomplete, or untruthful information furnished by you

### 16. Indemnification & Release of Liability

- a. Unless caused by the negligence, misconduct, or breach of terms and conditions of or by **Your Company Name**:
  - i. You shall indemnify, defend, and save **Your Company Name** harmless from all suits, costs, damages, or proceedings, including, but not limited to, **Your Company Name**'s services, pertaining to all litigation in which you are a party. You shall pay all expenses incurred by **Your Company Name** including, but not limited to, all attorneys' fees, costs and expenses incurred should **Your Company Name** be named a party in any litigation to which you are a party.
  - ii. You shall further indemnify and hold harmless **Your Company Name** and its agents, officers, and directors from liability for all claims, costs, suits, and damages, including attorneys' fees arising directly or indirectly out of or in connection with your operation, and from liability for injuries suffered by any person relating to you.
  - iii. This Agreement to indemnify **Your Company Name** is not limited to any acts or omissions, statements or representations made by **Your Company Name** in the performance and / or non-performance of **Your Company Name**'s duties here under and relating to all contractual liabilities, which may be alleged or imposed against **Your Company Name**. In the absence of negligence, however, **Your Company Name** will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, not for unauthorized use by others of such property.
  - iv. **Your Company Name** will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruptions, loss of information, plagiarism, etc. **Your Company Name** will not be held liable for typographical omissions or errors.

## 17. Term/Termination

- a. Either party may terminate this Agreement upon 30 days written notice to the other party. Provided, however, that each party may terminate the Agreement immediately without prior notice in the event of a breach of this Agreement by the other party. For clarity, should **Your Company Name** not perform its duties and obligations as per this Agreement, and within the proposed timeline to reasonably expect to complete the project by the Completion Date, for any reason other than a Client Obstruction, **Your Company Name** will be deemed to have breached the terms and conditions of this Agreement and Client may immediately terminate this agreement without any further payment. Should such breach occur prior to **Month, Day, Year** (first Payment Date), **Your Company Name** will immediately return the Deposit to you.
- b. Unless caused by a breach of the terms and conditions of this Agreement by **Your Company Name**, upon termination, **Your Company Name** shall invoice you for any payment due, and payment will be due immediately upon receipt.

## 18. Force Majeure

- a. If the performance of this Agreement by a party is prevented or restricted by reason of any act of God, including but not restricted to, fire, storm, flood earthquake, epidemic or pandemic, or by any labour dispute, transportation embargo, or any law, order or directive of any government, including orders meant to protect the public health, or any other matters relating to this Agreement, or any other act or condition beyond the reasonable control of that party, then the party is excused from such performance to the extent of the same, but will use their best efforts to avoid or remove the causes of non-performance and to cure and complete performance with the utmost dispatch.

## 19. Governing Law & Jurisdiction

- a. Unless otherwise specified in the Engagement Agreement, this Agreement and all aspects of our engagement and our performance of the Services shall be governed by and construed in accordance with the laws of **Your Jurisdiction** and the laws of **Your Country** in effect therein. Both parties hereby each irrevocably submit to the exclusive jurisdiction of the Courts of **Your Jurisdiction**.

## 20. Non-Disclosure & Non-Solicitation

- a. **Your Company Name** shall not directly or indirectly disclose to any person other than a representative of yours at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to you, including but not limited to customer lists, contacts, financial data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets.
- b. The Terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

## 21. Privacy & Confidentiality

- a. The conduct of this engagement in accordance with the standards and ethical requirements of the Personal Information Protection Act Regulation and the Government of **Your Jurisdiction** means that information acquired by us during the engagement is subject to strict confidentiality requirements, in addition to our obligations under the Personal Information Protection Act (PIPA).

The Terms and Conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties. By signing this Agreement, I indicate that I understand, agree to and accept the Terms and Conditions as contained herein.

Signed,

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**Your Name, Your Company Name**

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**Client Name, Client Company Name**

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Date

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Date