

ENGAGEMENT LETTER

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Client: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Service Provider: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

1. SCOPE AND TERM

Dear [CLIENT CONTACT], this letter confirms our engagement for [SERVICES]. Outputs and intended users: [DETAILS]. Excluded services and reliance limits: [DETAILS]. The client supplies [INFORMATION] by [DATE]. Responsible contact for each party: [NAMES]. Any service-specific terms are identified here: [DETAILS OR NONE]. Start: [DATE]. Completion or renewal terms: [DETAILS].

2. FEES AND EXPENSES

Fee basis: [FIXED PRICE / HOURLY RATE / RETAINER], in [CURRENCY]. Budget or cap: [AMOUNT]. Deposit and invoice milestones: [DETAILS]. Invoices are due within [NUMBER] days. Taxes: [ALLOCATION]. Expenses need prior written approval. The client must explain disputed items promptly and pay undisputed amounts on time.

3. ACCEPTANCE AND CHANGES

The client has [NUMBER] business days after delivery to identify specific departures from the agreed scope. The provider will correct those departures within [NUMBER] days. Included revision rounds: [NUMBER]. Acceptance must be confirmed in writing. Additional work, revised deadlines and fees require written agreement before the extra work starts.

4. OWNERSHIP

After full payment for a deliverable, the provider assigns its transferable rights in that deliverable to the client. Pre-existing tools, templates and know-how remain with their owner. The provider grants a perpetual, non-exclusive license to any such material incorporated in a paid deliverable to the extent needed to use that deliverable. Third-party materials and license costs must be disclosed and approved before inclusion. Portfolio use requires the client's written consent.

5. CONFIDENTIALITY

Each party must use the other's non-public business information only for this engagement, protect it with reasonable care, and disclose it only to people who need it and are bound to protect it. This excludes information already lawfully known, independently developed, lawfully received elsewhere, or public without breach. Required or protected disclosures are not prohibited. On request, return or delete information, except records required by law, which remain protected.

6. RESPONSIBILITIES AND LIABILITY

The provider will perform with reasonable care and skill and obtain permissions needed for its contributions. The client is responsible for its supplied materials. Agreed liability cap: [AMOUNT / BASIS / NO AGREED CAP]. Excluded loss categories and exceptions: [DETAILS OR NONE]. Any limits must preserve liabilities that cannot lawfully be limited. Describing a worker as independent does not determine their legal employment status.

7. TERMINATION

Either party may end the engagement on [NUMBER] days' written notice, or for a material breach not corrected within [NUMBER] days after a notice explaining the breach. The client pays for completed work and approved non-cancellable costs up to termination. The provider returns unearned advance payments and delivers paid-for work in progress within [NUMBER] days. Confidentiality, accrued payment obligations and rights already granted survive.

8. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

9. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

10. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

SIGNATURES

Client: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Service Provider: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]