



PROPOSAL KIT SAMPLE

SAMPLE CONTRACT PACK DOCUMENT

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For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

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<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

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ENGAGEMENT LETTER

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

We are pleased to accept your engagement to provide << Insert service description here >> services to you on an ongoing basis. This agreement's purpose is to define the capacity of <<Company>> and to help set forth the conditions and expectations under which <<Company>> will work on your behalf.

We shall have full discretion, subject to your prior approval, to engage our own employees, subcontractors or third parties to perform the Services described in Section 1. Any employee or subcontractor we contract with shall be considered an extension of <<Company>> and subject to any confidentiality agreements and provisions <<Company>> may be subject to while working for <<CustCompany>>.

Work shall be performed either as task-based (fixed price) or hourly, depending on the circumstances or in the case of troubleshooting technical problems. Work may be requested in person, by phone or email and always by unilateral agreement. <<Company>> will quote estimates for tasks and seek approval by one or more of the above methods. Usually a Scope of Work shall be provided to <<CustCompany>> at every opportunity for approval or guidance.

We will submit itemized invoices for work performed every thirty (30) days. Large expense items (pre-approved by Customer) will be billed as incurred. Typically invoices will show the individual performing the work as well as the rate on an hourly basis. <<Company>> reserves the right to withhold or terminate services at any time if Customer fails to pay invoices in a timely manner. <<CustCompany>> may also request that <<Company>> provide billing updates from time to time to aid budgetary control.

No agreement between <<Company>> and <<CustCompany>> shall preclude future services for other customers deemed adverse or in competition,

Customer Initials _____ Company Initials _____

directly or indirectly, with <<CustCompany>>. We understand that during the course of this engagement we may encounter sensitive or confidential information relating to <<CustCompany>>'s business, customers, vendors and method of doing business. <<Company>> shall never disclose in any shape or form any confidential information, trade secrets, practices, methods or any information deemed sensitive and not made available to the public.

We value our relationships with our customers, and we look forward to working with you on all future matters.

Sincerely,

<<FirstName>> <<LastName>>
<<JobTitle>>

1. Services.

Company shall, during the Term of Service (as defined below) provide to Customer the computer consulting services described below (the "Services" or "Work Product"), at such times as Customer may reasonably request.

Services include, but are not limited to:

- a) Evaluating and researching Customer's existing technology and development needs.
- b) Providing web and application hosting services.
- c) Providing graphic, web, content creation and multimedia design services.
- d) Providing any other consulting services or project management services required by Customer.

2. Specifications.

Company agrees to perform the Services pursuant to the specifications or

Customer Initials _____ Company Initials _____

Statement of Work set forth in Exhibit B attached hereto (the "Specifications").

3. Term of Service.

Term of this Agreement shall commence on <<StartDate>> and shall continue in full force and effect until terminated by either party upon at least thirty (30) days prior written notice. Absent a termination notice, no event (except breach) may terminate this Agreement prior to <<EndDate>>. Upon termination of this Agreement, Company shall transfer and make available to Customer all property and materials in Company's possession or subject to Company's control that are the rightful property of Customer. Company shall make every reasonable effort to secure all written or descriptive matter which pertains to the Services or Work Product and agrees to provide reasonable cooperation to arrange for the transfer of all property, contracts, agreements, supplies and other third-party interests, including those not then utilized, and all rights and claims thereto and therein. In the event of loss or destruction of any such material or descriptive matter, Company shall immediately notify Customer in writing of the details of the loss or destruction and provide the necessary information for a loss statement or other documentation to Customer.

4. Ownership Rights.

Company shall have ownership of all Company's Material. "Company's Material" consists of all copyrightable:

- a) Materials that do not constitute Services or Work Product (as defined in Section 1, Services and any Exhibit B, Specifications).
- b) Materials that are solely owned by Company or licensed to Company.
- c) Materials that are incorporated into the Work Product or a part of the Services.

Company shall hold all rights, title, and interest in and to Company's Material. Customer shall not do anything that may infringe upon or in any way undermine Company's rights, title, and interest in Company's

Material, as described in this paragraph 4. Notwithstanding the above, Company hereby grants Customer an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license for the use or for the sublicense of the use of Company's Material for the purpose in which it was first employed and used by Customer.

5. Compensation.

For all of Company's services under this Agreement, Customer shall compensate Company, in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadlines set forth in Exhibit A, Company has the right, but is not obligated to pursue any or all of the following remedies: (1) terminate the Agreement (breach), (2) immediately stop all services, (3) bring legal action.

6. Mutual Confidentiality.

Customer and Company acknowledge and agree that the Specifications and all other documents and information related to the performance, production, creation or any expression of the services or work product are the property of Customer. Materials provided between Company and Customer (the "Confidential Information") including, but not limited to, documentation, product specifications, drawings, pictures, photographs, charts, correspondence, supplier lists, financial reports, analyses and other furnished property shall be the exclusive property of the respective owner (the "Owning Party") and will constitute valuable trade secrets. Both parties shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without

DEMO CONTRACT

This demo contract has been truncated. The complete 6 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/pre-project->

Customer Initials _____ Company Initials _____

<contracts/engagement-letter-with-services-template.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials _____ Company Initials _____

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

ProposalKit.com/htm/proposal-software-products.htm

