**TIME AND MATERIALS CONTRACT**

This Time and Materials Contract ("Contract") is made and entered into as of [Date], by and between [Client's Full Name], having its principal place of business at [Client's Address] ("Client"), and [Contractor's Full Name], having its principal place of business at [Contractor's Address] ("Contractor").

**1. SCOPE OF WORK**

1.1 **Services**: Contractor shall provide the services described in Exhibit A ("Services").

1.2 **Materials**: Contractor shall provide the materials described in Exhibit A ("Materials").

1.3 **Changes**: Any changes to the scope of work shall be in writing and agreed upon by both parties.

**2. TIME AND MATERIALS**

2.1 **Rates**: Contractor shall be paid for its Services based on the hourly rates and material costs set forth in Exhibit B.

2.2 **Invoices**: Contractor shall submit invoices to Client on a [e.g., monthly] basis.

2.3 **Payment Terms**: Client shall pay Contractor within [e.g., 30] days of receipt of each invoice.

2.4 **Taxes**: All applicable taxes shall be borne by the Client.

2.5 **Maximum Amount**: The total amount payable under this Contract shall not exceed $[Amount] unless agreed upon in writing by both parties.

**3. TERM AND TERMINATION**

3.1 **Term**: This Contract shall commence on [Start Date] and shall continue until [End Date] or until terminated by either party with [e.g., 30] days' written notice.

3.2 **Termination for Cause**: Either party may terminate this Contract for cause upon written notice.

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**4. CONFIDENTIALITY**

4.1 Both parties agree to maintain the confidentiality of all proprietary information received during the performance of this Contract.

**5. INDEMNIFICATION**

5.1 Each party shall indemnify and hold the other harmless from any claims, damages, or losses arising out of its breach of this Contract.

**6. GOVERNING LAW**

6.1 This Contract shall be governed by the laws of the state of [State], without regard to its conflict of law provisions.

**7. MISCELLANEOUS**

7.1 **Entire Agreement**: This Contract and its Exhibits constitute the entire agreement between the parties and supersede all prior discussions, agreements, or understandings.

7.2 **Amendment**: This Contract may only be amended in writing, signed by both parties.

7.3 **Waiver**: Any waiver of any provision of this Contract shall be in writing and signed by the waiving party.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

[Client's Full Name] [Contractor's Full Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Client's Signature] [Contractor's Signature]

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Client's Title] [Contractor's Title]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**: [Description of Services and Materials]

**Exhibit B**: [Rates and Material Costs]

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