**Time and Materials Contract**

This Time and Materials Contract (the “Contract”) is made on August 3, 2023 by and between [Customer Name, must include proper legal entity such as Inc., LLC, etc. if applicable] located at [Full Customer Address] (the “Customer”) and [Contractor Name, must include proper legal entity such as Inc., LLC, etc. if applicable] located at [Full Contractor Address] (the “Contractor”).

**1. Services to Be Performed**

The Contractor agrees to diligently perform the following services for the Customer (the “Services”):

[Provide a detailed description of the services to be performed by the Contractor, specifying exact scope of work, tasks, project phases, milestones, deliverables, timeline, staffing, etc. Be as detailed as possible. Examples of specifics to include:

- For a software development project, describe the scope and specifications of the software application to be developed, key features and functionality, integrations, platform/languages to be used, graphic design, content development, testing, deployment, maintenance, support, etc.

- For a marketing services engagement, describe the specific services to be provided such as market research, branding, website design, SEO, PPC, social media marketing, campaign management, etc.

- For a consulting/advisory project, detail the exact advisory services, strategic recommendations, analyses, models, plans, reports, presentations, meetings, stakeholder communications, etc.

- Specify number of resources to be provided, roles/titles, experience levels, whether contractor employees or subcontractors will be used.

- If multiple phases, describe the scope, timeline, deliverables, and payment schedule for each phase in detail.]

**2. Timeframe for Services**

The Contractor will commence providing the Services on [Start Date] and estimates that the Services will be completed by [Estimated End Date]. The Customer and the Contractor agree that the Contractor will dedicate at least [Number of Hours] hours per week or [Number of Full-Time Equivalents] full-time-equivalent personnel to the Services.

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For multi-phase projects, estimated start and end dates for each project phase shall be as follows:

**Phase 1: [Description and Time Period]   
Phase 2: [Description and Time Period]  
Phase 3: [Description and Time Period]**

The Contractor will submit a detailed timeline and work plan for the Customer’s review and approval within [Number] days of contract signing which shall further specify and schedule major milestones, tasks, and project activities.

**3. Payment Terms**

A. Hourly Rates: The Customer will pay the Contractor the following hourly rates for personnel assigned to the Services:

[Specify hourly rates for relevant roles, positions, experience levels, or individual personnel. For example:

**Project Manager - $xx/hour  
Senior Developer - $xx/hour   
Junior Developer - $xx/hour  
Designer - $xx/hour  
Marketing Specialist - $xx/hour  
Principal Consultant - $xx/hour  
Etc.]**

The Contractor must obtain written approval from the Customer before assigning personnel at higher hourly rates than those specified above. Personnel hourly rates will be reviewed on an annual basis and adjusted according to prevailing market rates.

**B. Billable Expenses:** The Customer will reimburse the Contractor’s pre-approved, reasonable out-of-pocket expenses directly related to providing the Services, including but not limited to [Specify types of billable expenses such as travel, software licenses, materials, contractor, etc.]

Total billable expenses per month shall not exceed $[Monthly Billable Expense Cap] without prior written approval from the Customer. The Contractor shall submit expense reports with supporting receipts and documentation monthly to substantiate all billable expenses.

**C. Invoicing:** The Contractor shall invoice the Customer on a [weekly, bi-weekly, or monthly] basis for: (1) Services performed based on approved timesheets detailing hours worked by assigned personnel, and (2) Billable expenses from the prior [week, two weeks, month] with supporting documentation.

For fixed-fee project phases, the Contractor may invoice based on the following payment schedule:

[Specify payment amounts or percentage of total fixed fee to be paid at milestones, project phases, or upon completion of certain deliverables.]

Invoices are due within 30 days of receipt. Late payments will accrue interest at the rate of [Interest Rate such as 1% per month].

**D. Taxes:** [Customer/Contractor] shall pay all applicable federal, state, municipal and other government taxes including sales, use, excise, ad valorem taxes, and duties now imposed or subsequently levied which are applicable to the Services provided under this Contract, excluding taxes based upon the Contractor’s net income.

**4. Intellectual Property Rights**

The Contractor agrees that all [work product, deliverables, inventions, ideas, designs, models, processes, copyrights, trademarks, service marks, discoveries, patents, etc.] conceived, created, prepared, procured, or produced by the Contractor in connection with providing the Services, whether created alone or in concert with the Customer or others, and whether or not during working hours or on the Customer's premises (collectively known as “Work Product”) will be the sole and exclusive property of the Customer.

The Contractor hereby irrevocably assigns and transfers to the Customer all right, title and interest worldwide in any such Work Product. The Contractor further agrees to execute any documents or take any actions reasonably requested by the Customer to perfect the Customer's ownership rights in the Work Product.

**5. Confidentiality**

The Contractor agrees to keep confidential and not disclose to any third parties any nonpublic information belonging to or relating to the Customer’s business affairs (“Confidential Information”) that is obtained in connection with providing the Services under this Contract. Confidential Information includes, but is not limited to [trade secrets, business plans, customers, strategies, forecasts, projects, etc.]. This confidentiality obligation shall not apply to information that is already in the public domain through no fault of the Contractor. This provision shall survive the termination of this Contract.

**6. Contractor Personnel**

The Customer reserves the right to approve or reject any of the Contractor's personnel assigned to provide Services, and the Contractor agrees to promptly replace rejected personnel. The Contractor shall comply with all employment laws and be solely responsible for employee wages, benefits, insurance, employment taxes, work scheduling and conditions, and discipline. The Contractor warrants that assigned personnel have the proper skill, training, and background to perform the required Services.

**7. Warranty & Liability**

The Contractor warrants that all Services will be provided in a professional and workmanlike manner in accordance with generally accepted industry standards. The Contractor shall be solely responsible for correcting any Services that fail to comply with this warranty at no additional cost to the Customer.

EXCEPT FOR THE ABOVE WARRANTIES, THE CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SERVICES, WORK PRODUCTS OR DELIVERABLES.

The Contractor shall defend, indemnify, and hold the Customer harmless against any claims or liability relating to personal injury, death, or property damage arising from the Contractor’s negligence or misconduct in performing the Services under this Contract.

The Contractor's total liability under this Contract for damages arising from the Services, negligence, errors, omissions, breach of contract, or otherwise shall be limited to direct damages proven by the Customer in an amount not to exceed [Dollar Amount ALL CAPS] in total.

**8. Independent Contractor Relationship**

The Contractor is an independent contractor and this Contract does not create any partnership, joint venture, agency, or employment relationship between the Contractor and the Customer. The Contractor will have sole responsibility and control over the means and methods used in providing the Services and shall not be subject to the Customer's control or supervision. The Contractor has the authority to select and engage any contractors or suppliers necessary to provide the Services under this Contract.

**9. Insurance**

The Contractor agrees to maintain the following minimum insurance coverages:

**- Workers Compensation: Statutory Limits   
- General Liability: $[Amount] per occurrence/$[Amount] aggregate  
- Professional Liability: $[Amount] per claim  
- Errors & Omissions: $[Amount] per claim**

The Contractor will provide the Customer with certificates of insurance evidencing required coverages.

**10. Termination**

Either party may terminate this Contract by giving [Number of Days] calendar days advanced written notice delivered by certified mail or in person to the other party.

The Customer may terminate this Contract immediately upon written notice if the Contractor fails to cure any material breach within [Number of Days] days after being notified in writing of such breach. If the Contract is terminated early, the Contractor will be paid for all conforming Services performed and accepted by the Customer up until the effective date of termination.

**11. Non-Solicitation**

The Contractor agrees not to solicit, recruit or hire any personnel of the Customer who were directly involved with the Services provided under this Contract for a period of [Number of Months] months after expiration or termination of this Contract without the Customer’s prior written consent.

**12. General Provisions**

A. Assignability & Subcontracting: This Contract may not be assigned or transferred by the Contractor without the Customer's prior written consent. The Contractor may not subcontract or delegate any part of the Services without the Customer's written authorization.

B. Governing Law: This Contract shall be governed and interpreted according to the laws of the State of [Governing State], without giving effect to principles of conflicts of law.

C. Arbitration: Any disputes or claims arising under or relating to this Contract that cannot be resolved through good faith negotiations shall first be submitted to non-binding mediation. If mediation does not result in a resolution, such disputes shall be settled under binding arbitration using the rules and procedures of the American Arbitration Association.

D. Entire Agreement: This Contract represents the entire agreement between the Customer and Contractor. This Contract supersedes any prior understandings, agreements, contracts or representations regarding the Services provided, whether verbal or in writing. This Contract may only be amended or modified in writing with the signatures of both parties.

E. Notices: All notices or communications given under this Contract shall be delivered by certified mail or in person to the addresses listed on the first page of this Contract for each respective party. Notices shall be deemed given upon receipt by the receiving party.

F. Severability: If any provisions within this Contract are held to be invalid or unenforceable, all remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties below execute this Contract by their duly authorized representatives as of the date first written above.

**Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Customer Printed Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor Printed Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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