

Business Development Consultant Agreement

This **Business Development Consultant Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Consultant

Company

Company and Consultant may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Recitals

WHEREAS, the Company seeks to expand its business development activities and requires specialized advisory and support services;

WHEREAS, the Consultant represents that it has the necessary expertise, experience, and capability to provide such services;

WHEREAS, the Parties wish to set forth the terms and conditions under which the Consultant will provide services to the Company.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2. Scope of Services

The Consultant shall provide business development services (“**Services**”) to the Company, which may include, but are not limited to:

- Identifying potential clients, partners, or markets
- Developing and executing growth strategies
- Facilitating introductions and negotiations with third parties
- Supporting sales pipeline development
- Advising on market positioning and expansion opportunities

The specific scope, priorities, and deliverables may be further defined in writing by mutual agreement of the Parties.

3. Term

This Agreement shall commence on the Effective Date and shall continue for a period of _____, unless terminated earlier in accordance with the Termination clause.

4. Compensation

In consideration of the Services, the Company shall compensate the Consultant as follows:

Compensation Type	Description	Amount	Payment Terms
Retainer Fee	Monthly advisory and support services		Payable monthly in arrears
Commission	Based on successful business development outcomes		Payable within _____ days after receipt of payment from client
Expenses	Pre-approved reasonable business expenses		Reimbursed within _____ days upon submission of receipts

The Consultant shall submit invoices detailing services performed and any reimbursable expenses. The Company shall pay undisputed amounts within _____ days of receipt.

5. Relationship of the Parties

The Consultant is engaged as an independent contractor and not as an employee, partner, or agent of the Company. Nothing in this Agreement shall be interpreted as creating an employment relationship, joint venture, or partnership.

The Consultant shall have no authority to bind the Company unless expressly authorized in writing.

6. Performance Standards

The Consultant shall:

- Perform the Services with reasonable skill, care, and diligence
- Act in good faith and in the best interests of the Company
- Comply with applicable laws and regulations
- Provide periodic updates on progress and outcomes

7. Confidentiality

The Consultant shall keep confidential all non-public, proprietary, or sensitive information disclosed by the Company ("**Confidential Information**").

The Consultant shall:

- Use Confidential Information solely for the purpose of performing the Services
- Not disclose such information to any third party without prior written consent
- Take reasonable measures to protect the confidentiality of such information

These obligations shall survive termination of this Agreement.

8. Non-Circumvention

During the term of this Agreement and for _____ months thereafter, the Consultant shall not directly or indirectly bypass the Company to engage with clients, partners, or opportunities introduced through the Company, without prior written consent.

9. Intellectual Property

Any materials, reports, strategies, or deliverables created by the Consultant specifically for the Company under this Agreement shall be the property of the Company upon full payment.

The Consultant retains ownership of pre-existing materials and general know-how, provided that their use does not infringe on the Company's rights.

10. Conflict of Interest

The Consultant shall disclose any actual or potential conflicts of interest that may affect its ability to perform the Services impartially.

The Consultant shall not engage in activities that materially conflict with the Company's business interests without prior written consent.

11. Termination

Either Party may terminate this Agreement:

- **For Convenience:** By providing _____ days' written notice to the other Party
- **For Cause:** Immediately upon written notice if the other Party materially breaches this Agreement and fails to remedy such breach within a reasonable period

Upon termination:

- The Consultant shall cease all Services
- The Company shall pay for all Services properly performed up to the termination date
- Any accrued commission rights shall be handled in accordance with the Compensation clause

Confidentiality and other provisions intended to survive termination shall remain in effect.

12. Limitation of Liability

To the extent permitted by applicable law, neither Party shall be liable for indirect, incidental, or consequential damages arising out of this Agreement.

The Consultant does not guarantee specific business outcomes or results.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of

Any disputes arising out of or in connection with this Agreement shall first be resolved through good faith negotiations. If unresolved, the dispute shall be submitted to a competent court of jurisdiction.

14. Notices

Any notices under this Agreement shall be in writing and delivered to the addresses of the Parties stated above, or to such other address as may be notified in writing.

15. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, agreements, or representations relating to its subject matter.

16. Amendments

Any amendment or modification to this Agreement must be made in writing and signed by both Parties.

17. Assignment

The Consultant may not assign or transfer its rights or obligations under this Agreement without prior written consent from the Company.

18. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Consultant

Company

Name

Name

Date

Date

Signature

Signature



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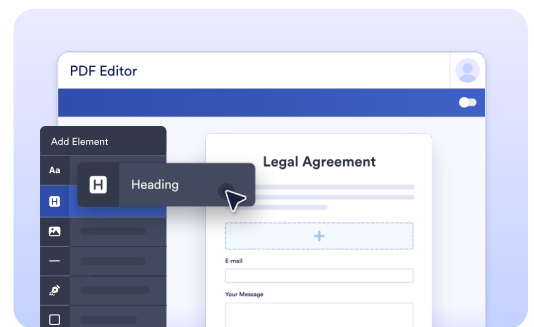
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