

EXAMPLE 1 – CONSULTING SERVICES LETTER AGREEMENT

Dear \_\_\_\_\_:

This letter agreement sets forth the terms and conditions pursuant to which \_\_\_\_\_ (the "Company"), has, and will continue to engage you to provide consulting services to the Company as an independent contractor basis.

1. **Services; Duties; Equipment.** During the Consulting Period (as defined in Section 2 below), the Company hereby engages you to act as a \_\_\_\_\_ (e.g., social media) consultant. Your duties will include these responsibilities and other such matters as the Company may reasonably require (collectively, the "Consulting Services"). During the Consulting Period, you will: (a) render the Consulting Services as requested from time to time by the Company in such manner as you and the Company mutually agree, including the commitment of a minimum \_\_\_\_\_ hours a week of Consulting Services; (b) render the Consulting Services ethically and conscientiously and devote your best efforts and abilities to the Company; and (c) observe all policies and directives in place from time to time by the Company for independent contractors. The Services will be non-exclusive to the Company, provided that any such other services do not interfere with or conflict with the Consulting Services to be provided by you under this letter agreement. You will also use your own equipment (including a computer) to provide the Consulting Services.

2. **Consulting Period.** The period during which you will provide the Consulting Services to the Company (the "Consulting Period") commences on \_\_\_\_\_ (the "Commencement Date") and will continue until \_\_\_\_\_. This letter agreement may be terminated (i) upon \_\_\_\_\_ days written notice of termination by either party to the other, for any reason or no reason, (ii) immediately in the event of your death, disability or other incapacity resulting in your inability to perform the Consulting Services, or (iii) immediately and without written notice if you are reasonably determined by the Company to be in material breach of the terms set forth in this letter or if you commit any act or omission which involves dishonesty or disloyalty to the Company, its affiliates or any of their respective clients/customers/investors or vendors. Upon the termination of this letter agreement, the Company will have no further obligations to you under this letter agreement or otherwise, other than to make payments to you of any compensation earned on a pro-rated basis (but not yet paid) through the date of termination.

3. **Compensation.**

(a) In consideration of the Consulting Services provided by you under this letter agreement during the Consulting Period, you will earn consulting fees (the "Consulting Fees") in the aggregate amount of \$\_\_\_\_\_, payable in semimonthly installments.

☞ Document is poorly formatted. "Headings" make things more confusing rather than helping to find information fast.

☞ Difficult to see names of people or companies involved.

☞ The type of agreement is hidden in the first paragraph, there's no agreement heading or subject line.

☞ Key obligations (such as the number of hours of work each week) are buried among other terms.

☞ Key information squashed together in a confusing way. It's not easy to extract the information at a glance. Here we see *Consulting Period, Commencement Date* and number of days notice needed to terminate are all squashed in.

☞ Inconsistent titles and confusing language.

Why is this section called *Compensation* when it refers to *Consulting Fees*? What is "semimonthly"?

EXAMPLE 2 – PARTNERSHIP AGREEMENT

enactments of the legislation, or any legislative provision substituted for, and all legislation and regulations issued under the legislation.

- e) consents, resolutions, notices and documents must be in writing and signed.
- f) all actions of all of the partners must be reasonable, but unless this agreement restricts the managing partner otherwise, he or she can act as he or she thinks fit.

2. **NAME, PLACE AND TERM OF BUSINESS**

- 2.1 The name of the Partnership shall be called [insert name of business]. Its principal place of business shall be [insert business address] until changed by agreement of the Partners, but the Partnership may own property and transact business in any and all other places as may from time to time be agreed upon by the Partners.
- 2.2 The term of this Agreement shall be for a period of [insert number] years, commencing on [insert date], and terminating on [insert date] unless sooner terminated by mutual consent of the parties or by operation of the provisions of this Agreement.

3. **PURPOSE**

- The purpose of the Partnership is:
- 3.1
  - 3.2
  - 3.3

4. **CONFIDENTIALITY**

No partner shall, during the continuance of the Partnership or for a period of [insert number] years after its termination by any means, divulge to any person not a Partner of the Partnership any trade secret or special information employed in or conducive to the Partnership business and which may come to the Partner's knowledge in the course of this Partnership, without the consent in writing of the other Partners, or of the other Partners' heirs, administrators, or assigns.

5. **CAPITAL CONTRIBUTIONS**

The Partners shall each contribute [insert specified amount] cash, each, as his or her capital contribution to the Partnership. Any actual money spent prior to the ratification of this Agreement by any of the Partners shall be reimbursed from the capital contributions as soon as possible.

6. **ADDITIONAL CAPITAL CONTRIBUTIONS**

Whenever it is determined by the written agreement of the Partners holding a majority in capital interest of the Partnership that the Partnership's capital is or is presently likely to become insufficient for the conduct of its business, those Partners may, by written notice to all Partners, call for additional contributions to capital. These contributions shall be payable in cash no later than the date specified in the notice, or no sooner than thirty days after the notice is given. Each Partner shall be liable to the Partnership for his or her share of the aggregate contributions duly called for under this paragraph.

☞ Headings are better, but we still have key information squashed together and difficult to find quickly. Here on page 2 of the document, business name & place of business squeezed into one sentence.

☞ Agreement length, partnership start date & partnership end date are jammed in, making it hard to find at a glance if needed.

☞ Another key detail is crammed into the middle of a clause, not easy to see if quickly scanning the document.

☞ A key obligation about payment of money is tucked away in this clause.

The clause is a little uncertain around when and where to pay the money. Also what is "actual money"? I see this clause causing issues for founders....