

LIMITED SCOPE AGREEMENT

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This Limited Scope Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] by and between:

[PROVIDER / PROFESSIONAL LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PROVIDER ADDRESS] (the "**Provider**"); and

[CLIENT NAME], of [CLIENT ADDRESS] (the "**Client**").

The Provider and the Client are each a "**Party**" and together the "**Parties**."

Recitals. The Client wishes to engage the Provider for a defined, limited set of tasks rather than full responsibility for the Client's matter. The Provider is willing to perform those limited tasks on the terms below. This Agreement is a "limited scope" or "unbundled" engagement: the Provider will perform only the tasks expressly listed and will not be responsible for any other aspect of the Client's matter. Limited scope engagements are subject to applicable professional rules, which vary by jurisdiction and which the Provider will follow.

1. Limited Scope of Services

1.1 Included tasks. The Provider will perform only the following specific tasks (the "**Included Services**"): [LIST THE EXACT TASKS — e.g., review and revise the draft [DOCUMENT]; advise on [SPECIFIC QUESTION]; prepare [SPECIFIC FILING]; attend [SPECIFIC MEETING OR HEARING]].

1.2 Excluded tasks. The Provider will NOT perform any task that is not listed in Section 1.1. Without limiting the foregoing, the engagement does not include [LIST KEY EXCLUSIONS — e.g., ongoing representation, follow-up after the Included Services are delivered, court appearances, deadline monitoring, or any matter not listed]. The Client is solely responsible for all excluded tasks.

1.3 Client retains responsibility. Outside the Included Services, the Client remains fully responsible for the Client's own matter, including monitoring deadlines, making decisions, and taking any further action. The Provider is not responsible for any consequence of a task it did not agree to perform.

1.4 No ongoing duty. The Provider's engagement ends when the Included Services are complete. The Provider has no duty to advise the Client of future developments, deadlines, or changes in the law unless the Parties sign a new agreement.

2. Client Acknowledgments

2.1 Understanding of limits. The Client acknowledges that this is a limited engagement, that the Provider is not handling the entire matter, and that the Client may need to obtain additional professional help for any task outside the Included Services.

2.2 Reliance. The Client may rely on the Provider only for the Included Services and only as of the date they are delivered, based on the information the Client provides.

2.3 Recommendation of full review. The Provider may recommend that the Client engage a professional for full representation. The Client's decision to proceed on a limited basis is the Client's own and is made with knowledge of the limits described here.

2.4 Accurate information. The Client will provide complete and accurate information needed for the Included Services and acknowledges that the quality of the Included Services depends on it.

3. Provider Responsibilities

3.1 Standard of care. The Provider will perform the Included Services with the skill and care reasonably expected of a competent professional in the Provider's field, limited to the scope described in Section 1.1.

3.2 Communication. The Provider will communicate with the Client about the Included Services and will deliver any agreed work product within **[the timeframe stated in Section 1.1 / a reasonable time]**.

3.3 No supervision of others. The Provider is not responsible for the work of any other professional the Client engages and does not coordinate the overall matter unless the Included Services expressly say so.

4. Fees and Payment

4.1 Fees. The Client will pay the Provider for the Included Services on the following basis: **[FIXED FEE OF [AMOUNT] / HOURLY AT [RATE] / FLAT FEE PER TASK AS LISTED]**. Fees are stated in **[CURRENCY]** and exclusive of taxes.

4.2 Advance payment. **[OPTIONAL: The Client will pay [AMOUNT] in advance before the Provider begins. Treatment of advance payments is governed by applicable law and professional rules, and any unearned portion will be returned at the end of the engagement.]**

4.3 Expenses. The Client will reimburse the Provider for reasonable out-of-pocket expenses incurred in performing the Included Services.

4.4 Invoicing and payment. The Provider will invoice the Client **[ON COMPLETION / ON THE SCHEDULE STATED HERE]**, and the Client will pay each undisputed invoice within **[NUMBER]** days of the invoice date.

4.5 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

5. Confidentiality

5.1 Obligation. The Provider will keep the Client's non-public information confidential and use it only to perform the Included Services, except as required by law or professional rules or as the Client authorizes.

5.2 Compelled disclosure. The Provider may disclose information to the extent required by law or professional regulation and will, where permitted, give the Client prompt notice.

5.3 Service providers. The Client authorizes the Provider to share information with staff and service providers who need it to perform the Included Services and who are bound by confidentiality obligations.

6. Limitation of Liability

6.1 Scope-based limitation. The Provider's responsibility and any liability are limited to the Included Services. The Provider has no liability for any task, omission, deadline, or outcome outside the Included Services.

6.2 Exclusion of indirect damages. To the extent permitted by applicable law and professional rules, neither Party is liable for indirect, incidental, special, or consequential damages arising out of this engagement.

6.3 Liability cap. To the extent permitted by applicable law and professional rules, the Provider's total aggregate liability arising out of the Included Services will not exceed [the fees paid for the Included Services / the AMOUNT stated here].

6.4 Carve-outs. These limitations do not apply to liability that applicable law or professional rules prohibit a party from limiting, including liability for fraud, gross negligence, or willful misconduct.

7. Term and Termination

7.1 Term. This engagement begins on the Effective Date and ends when the Included Services are complete, unless terminated earlier.

7.2 Termination. Either Party may terminate this Agreement on [NUMBER] days' written notice, subject to any applicable professional rules. The Provider may terminate immediately for non-payment or the Client's failure to cooperate, as those rules permit.

7.3 Effect of termination. On termination, the Client will pay for all Included Services performed and expenses incurred through the effective date of termination, and the Provider will deliver completed work product for which the Client has paid.

7.4 Survival. Sections 1.2, 1.3, 5, 6, and any others that by their nature should survive, survive termination.

8. General Provisions

8.1 Independent relationship. The Provider performs the Included Services as an independent professional. Nothing creates a partnership, joint venture, or employment relationship.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.3 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through discussion within [NUMBER] days of written notice. [OPTIONAL: mediation or arbitration clause — discuss with counsel.]

8.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.5 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties, and any expansion of scope requires a new or amended written agreement.

8.6 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

8.8 Acknowledgment. The Client has read this Agreement, understands that the Provider is performing only the Included Services and nothing more, and signs it freely.

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

PROVIDER**CLIENT**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE]**Title: **[TITLE / N/A]**

Date: _____

Date: _____

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