

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) dated _____, 20__ (the “Effective Date”) is made between _____ (the “Client”) located at _____ and _____ (the “Consultant”), located at _____, for the purpose of setting forth the exclusive terms and conditions by which the Client desires to acquire the consultation services from the Consultant.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

Scope of Services. Client retains the above Consultant, and the Consultant agrees to perform for the Client, the services set forth in **Exhibit A** to this Agreement (the “Services”). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services agreed to by the Parties.

Consideration / Compensation. In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Client (as determined by the Client), the Client shall provide the Consultant shall be compensated as follows:

The Consultant will invoice the Client on the _____ day of each month. The invoice will include any and all services performed under this Agreement as well as any pre-approved expenses.

Payment will be due within _____ days of the invoice date. A late charge of \$_____ per month will be added to any invoice not paid on time.

Payments must be made to the Consultant by credit card, money order, check, or any other approved method of payment accepted by the Consultant.

Payments must be mailed to:

Expenses. From time to time throughout the duration of this Consultant Agreement, the Consultant may incur certain expenses that are not included as part of the Fee for our Services to this Agreement.

The Consultant agrees to keep an exact record of any and all expenses acquired while performing the Services. The Consultant will submit an invoice itemizing each expense, along with proof of purchase and receipt, every _____ days upon completion of such Services.

If any one expense if over \$_____, the Consultant agrees to obtain the Client’s written consent before making the purchase.

Invoice Disputes. The Client shall notify the Consultant in writing of any dispute with an invoice along with any substantiating documentation or a reasonably detailed description of the dispute within _____ Business Days from the date of the Client’s receipt of such invoice subject to dispute.

Client will be deemed to have accepted all invoices for which the Consultant does not receive timely notification of a dispute and shall pay all undisputed amounts due under such invoices within the period set forth in this Agreement. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

Term and Termination. This Consulting Agreement shall be effective on the date hereof and shall continue for a period of _____ ([month[s]/year[s]) or until the expressly agree upon date of the completion of the Services, unless it is earlier terminated in accordance with the terms of this Agreement (the “Term”).

If either Party subject to his agreement fails to follow through with their obligations under this Consulting Agreement, the non-breaching Party can terminate this Agreement by providing _____ day written notice to the breaching Party.

The Client understands that the Consultant may terminate this Agreement at any time if the Client fails to pay for the Services provided under this Agreement or if the Client breaches any other material provision listed in this Consulting Agreement in the manner as defined above. Client agrees to pay any outstanding balances within _____ days of termination.

Time is of the Essence. The Consultant hereby understands and acknowledges that time is of the essence with respect to the Consultant’s obligations defined in this Agreement and that prompt and timely performance of all such obligations is strictly required.

Supplies and Equipment.

[] The Consultant, at their own expense, shall furnish their own supplies and equipment necessary to deliver and complete the Services as defined under this Agreement unless otherwise agreed upon by the parties. Should the Client not furnish the agreed upon supplies, the Client understands they will be responsible for reimbursing the Consultant for all expenses incurred.

[] The Client is responsible for furnishing the following supplies and/or equipment:

Independent Contractor. Client and Consultant expressly agree and understand that the above-listed Consultant is an independent contractor hired by the Client and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.

Accordingly, the Consultant acknowledges that neither the Consultant or the Consultant’s Employees are not eligible for any benefits, including, but not limited to, health insurance, retirement plans or stock option plans. The Consultant is not the agent of Client or its Company and is not authorized and shall not have the power or authority to bind Client or its Company or incur any liability or obligation, or act on behalf of Client or its Company. At no time shall the Consultant represent that it is an agent of the Client

or its Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those for the Client.

The Consultant is not entitled to receive any other compensation or any benefits from the Client. Except as otherwise required by law, the Client shall not withhold any sums or payments made to the Consultant for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Consultant's responsibility. The Consultant further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

The Consultant is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. The Consultant shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

Confidentiality. Throughout the duration of this Agreement, it may be necessary for the Consultant to have access to the Client's confidential and protected information for the sole purpose of performing the Services subject to this Agreement.

The Consultant is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Client. The Consultant's obligation of confidentiality will survive the termination of this Consulting Agreement and stay in place indefinitely.

Upon the termination of this Agreement, the Consultant agrees to return to the Client any and all Confidential Information that is the property of the Client.

Return of Property. The Consultant shall promptly return to the Client all copies, whether in written, electronic, or other form or media, of the Client's Confidential Information, or destroy all such copies and certify in writing to the Client that such Confidential Information has been destroyed. In addition, the Consultant shall also destroy all copies of any Notes created by the Consultant or its authorized Representatives and certify in writing to the Client that such copies have been destroyed.

Intellectual Property. All Intellectual Property and related materials, including but not limited to, moral rights, goodwill, trade secrets, applications for registrations or relevant registration, rights to any trademark, trade dress, patent, copyright, trade name, and industrial design ("Intellectual Property") that is produced or developed under this Consulting Agreement. The Consultant understands that the aforementioned is a "work for hire" and shall be the sole property of the Client. The Client's use of the Intellectual Property shall not be restricted in any manner.

The Consultant may not use the Client's Intellectual Property for any purpose other than contracted for in this Consulting Agreement unless the Consultant has written consent from the Client. The Consultant shall be responsible for any damages resulting from any unauthorized use of the Client's intellectual property.

Indemnification and Release. The Consultant agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless the Client, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of the Consultant or any of the Consultant's employees in the performance or failure to fulfill any Services or obligations under this Agreement.

Access. The Client agrees to provide the Consultant with the necessary access to the Property, and to all areas of the Property scheduled to be serviced as defined under Scope of Services, at the scheduled date(s) and time(s). Failure to do so allows the Consultant to deem the failure as a material breach and is subject to the appropriate legal remedies.

No Exclusivity. The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agrees that they are free to enter into other similar Agreements with other parties.

Warranty. The Consultant shall provide its services and meet its obligations set forth in this Agreement in a timely and satisfactory workmanlike manner, using its knowledge and recommendations for performing its services which generally meets standards in the Consultant's region and community, and agrees to provide a standard of care, equal or superior to care used by other professionals in the same profession.

The Consultant shall perform the services in compliance with the terms and conditions of the Agreement.

Notice. All notices or requests required or contemplated by this Agreement shall be in writing and such notice shall be delivered as follows:

(a) if from the Client to the Consultant shall be hand-delivered or mailed to:

or such other address as the Client Shall specify in written notice to the Consultant

(b) if from the Consultant to the Client, shall be hand-delivered or mailed to:

or such other address as the Consultant shall specify in written notice to the Client.

Dispute Resolution. Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of _____.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of _____.

Governing Law. This Consulting Agreement shall be governed in all respects by the laws of the State of _____ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

Force Majeure. Consultant and any of its employees or agents shall not be in breach of this Consulting Agreement for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Consultant.

Legal Fees. Should a dispute between the named Parties arise that lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

Further Assurances. Upon a party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

No Assignment. This Agreement shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

No Waiver. No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar).

Amendment. This Agreement may be amended only by a writing signed by all of the Parties hereto.

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Consulting Agreement effective as of the _____ day of _____, 20__ (the "*Effective Date*").

Dated: _____

Dated: _____

Consultant's Signature

Client's Signature

Consultant's Printed Name or Entity

Client's Printed Name or Entity

Consultant's Contact Information:

Client's Contact Information:

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email Address: _____

Email Address: _____

EXHIBIT A

SERVICE(S)

The Consultant agrees to provide the following service(s):

The Consultant is entitled to reimbursement of the following expenses incurred while performing such Service(s):

*The Consultant agrees that any expense not listed must be pre-approved by the Client. The Consultant agrees to provide any receipts of any other related document to such expenses.

Other:
