

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made and entered as of [Date] ("Effective Date"), between [Name of Company] ("Consultant") and [Client Name] ("Company"), with reference to the following facts:

The parties agree as follows:

AGREEMENT

1. Engagement. Company retains Consultant and Consultant accepts this engagement to perform, during the term of this Agreement, the services described in Addendum A (Consultant Job Responsibilities).

Availability. Consultant shall be available by phone, fax, email and correspondence, as reasonably requested from time to time by Company. Consultants hours shall be: 8:30 A.M.-5:00 P.M (CST) Monday-Friday. Should Company contact Consultant by phone after 5:00 P.M. on Friday and before 8:30 A.M. on Monday, Company shall pay Consultant double the "Consulting Fee" referred to in paragraph 2. Contact by fax or e-mail during these periods shall not result in the doubling of the Consulting Fee unless Company specifically requests an immediate response. Also, if Consultant chooses on its own to work on Company business during these periods, then she agrees to do so at the regular Consulting Fee. Consultant shall inform Company if Consultant's staff will be absent for any extended period of time and unavailable to perform any required services.

Nature of Work. Consultant shall assure that consultation, advice and information provided to or for Company does not misuse or abuse or otherwise infringe upon trade secrets or other intellectual property rights of any person or entity.

2. Fees and Expense Reimbursement.

Consulting Fee. In exchange for the services provided under this Agreement, Company shall pay Consultant a consulting fee of [Charge] per hour of services rendered on Company's behalf (the "Consulting Fee"), billed in 15 minute increments. Consultant will use its best efforts to aggregate its work in a manner that each 15 minute increment being billed represents a full 15 minutes of effort.

Within five days of the 1st and 15th day of each month Consultant shall deliver to Company a written invoice setting forth the hours, services performed during those hours, and additional detail as requested by Company. Such invoices shall be payable within 15 days of dated invoice.

Hours. Consultant shall obtain Company's prior written authorization before having its staff devote more than [Number] hours of services on Company's behalf in any week, and Company shall not be required to pay for any unauthorized additional hours. Consultant acknowledges that the [Number] hours mentioned above is a maximum, unless otherwise authorized by Company, and that its staff will strive to work no more per week than what is absolutely necessary to accomplish the duties outlined in Addendum A.

Expense Reimbursement. Consultant shall have no authority to, and shall not, incur any expense for or on behalf of Company without Company's prior written consent. Consultant shall not be entitled to reimbursement of any expense except with Company's prior written consent as to both the nature and amount of the expense. Company will reimburse Consultant for long distance phone calls made, photocopying, mileage and postage used on Company's behalf. Said reimbursement will be paid as part of Consultant's regular billing cycle.

3. Nature of Relationship

Independent Contractor Relationship. Consultant acknowledges and agrees that, in performing services pursuant to this Agreement, Consultant shall be serving as an independent Contractor. Consultant agrees that neither it nor its staff is and nor will become an employee of Company while this Agreement is in effect. Consultant agrees that neither it nor its staff is entitled to any rights or benefits afforded to Company to its employees, including such benefits as Workers' Compensation insurance, health insurance, sick leave, retirement benefits or any other employment benefit. Consultant shall be responsible for procuring at its own expense all Workers' Compensation insurance, disability insurance, unemployment insurance, permits, licenses and other requirements for

herself and for any staff engaged by Consultant to assist in the performance of services under this Agreement.

4. Term and Termination

Probationary Period: Company and Consultant agree that after sixty (60) days from the effective date, said parties will revisit this Agreement and the effectiveness of said partnership will be decided. Either party may terminate the Agreement at this point. If both parties are satisfied with the relationship, this agreement shall be renewed and shall continue in effect until such time as either party exercises its right to terminate this Agreement.

Expiration of Agreement. This Agreement shall commence effective as of the Effective Date, and, unless earlier terminated as provided elsewhere below, shall continue in effect until such time as either party exercises its right to terminate this Agreement.

Termination. Either party may terminate this Agreement at any time, after the probationary period, with or without cause, upon thirty (30) calendar days' written notice to the other. Should either party default in the performance of this Agreement or materially breach any of its provisions, then the non-breaching party may terminate this Agreement immediately upon written notice to the other.

Effects of Termination. Termination of this Agreement shall not affect Consultant's right to receive Consulting Fee provided in Section 2, earned by Consultant before termination. Commencing upon termination, regardless of when termination occurs, and regardless of the reason(s), Consultant shall not be entitled to any further Consulting Fees.

Executed as of the Effective Date.

Company

[Company Name]
[Name], President

Consultant

[Consultant's Company Name]
[Consultant Name], President

By: _____
Date: _____

By: _____
Date: _____

Addendum A:
Consultant Job Responsibilities

Consultant will complete the following tasks for Client:

- Responsibility 1
- Responsibility 2
- Responsibility 3
- Etc.

SAMPLE

Company Contact Information:

Consultant Contact Information: