

CONSULTING AGREEMENT

1. PARTIES. This Consulting Agreement ("Agreement") made on _____, 20____ is by and between:

Client: _____ ("Client"), and

Consultant: _____ ("Consultant").

In consideration of the mutual terms, the Client hereby employs the Consultant as an independent contractor under the following terms and conditions:

2. TERM. The term of this Agreement shall commence on _____, 20____ and will cancel upon: _____.

3. SERVICES PROVIDED. The Consultant agrees to provide the Client the following services: _____.

4. PAY. The Client agrees to pay the Consultant the following for the services mentioned in Section 3 of this Agreement: _____.

5. EXPENSES. The Consultant shall be responsible for the payment of all their own expenses during the term of this Agreement.

6. CONFIDENTIALITY. The Consultant agrees that anything that is seen or known during their time under this Agreement shall be kept confidential for a period of ____ years after this Agreement terminates. If the Consultant uses information that could be considered a trade secret or proprietary information of the Client, the Client shall be entitled to monetary and legal compensation including, but not limited to, the right to claim damages to the fullest extent of the law and attorney's fees.

7. FAILURE TO PROVIDE SERVICES. If the Consultant becomes unable to perform the services under this Agreement by reason of illness, disability or death, compensation shall cease upon the happening of the event. Such event must be verified by a licensed physician within the State.

8. ASSIGNMENT. Neither party may assign this Agreement without the express written consent of the other party.

9. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

11. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of _____.

Client Signature: _____ Consultant Signature: _____
Print Name: _____ Print Name: _____

