

SHORT-FORM PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 20____ (the "Effective Date"), by and between _____ ("the Client") and _____, with an office located at _____ (the "Contractor").

WHEREAS, the Client wishes to obtain the professional services of the Service Provider; and,

WHEREAS, the Service Provider has the knowledge, skill and capability to perform such services for the Client.

THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

AGREEMENTS

In consideration of the recital and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. Contractor Responsibilities; Fees. Contractor will perform the Services to the reasonable satisfaction of Client. Assuming such satisfactory performance, the Client shall pay Contractor the amount set forth on **Exhibit A** within 30 days following the completion of the Services by check or in such other form as the Client may require. Contractor is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and other liabilities with regard to such payments.

2. Term. The term of this Agreement shall be from the date of this Agreement until completion of the Services and payment therefor by the Client. Except for material breach of the Agreement by the other party, this Agreement may not be terminated by either party except that the Client may immediately terminate this Agreement upon the death or incapacity of Contractor.

3. Ownership of Work Product. Contractor hereby sells, assigns, grants and transfers to the Client all right, title and interest in any reports, documents, performances or other copyrighted materials authored or created by Contractor for the Client pursuant to this Agreement, including all copyrights, renewals and extensions thereof.

4. Relationship. The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of the Client pursuant to this Agreement. Neither party shall have the authority to nor shall either party attempt to create or assume any obligation by or on behalf of the other party.

5. Expenses. Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service or incurred the particular expense.

6. Miscellaneous. This Agreement may not be assigned without the written consent of the other party. Contractor's services are personal in nature and may not be assigned or delegated to any other person. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms. Contractor shall maintain insurance in such amounts and of such types as are customarily held by persons engaged in the same or a similar kind of business similarly situated.

CONTRACTOR

CLIENT

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

EXHIBIT A

Description of Services:

Required Deliverables, if Any:

Payment for Services: \$ _____

Date(s) for Services: _____

Date for Final Completion of Services: _____