

## ***CONSULTING AGREEMENT***

This Agreement is made effective as of January 01, 2013, by and between **Business Name and address , State, ZIP Code**, and **Contractor Name and address , State, ZIP Code**.

In this Agreement, the party who is contracting to receive services shall be referred to as "Company", and the party who will be providing the services shall be referred to as "**Contractor**".

Contractor has a background in \_\_\_\_\_ and is willing to provide services to COMPANY based on this background.

COMPANY desires to have services provided by Contractor.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on January 01, 2013, Contractor will provide the following services (collectively, the "Services"): **Explain Service**

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Contractor shall be determined by Contractor. COMPANY will rely on Contractor to work as many hours as may be reasonably necessary to fulfill Contractor's obligations under this Agreement.

**3. PAYMENT.** COMPANY will pay a fee to Contractor for the Services in the amount of **\$5,000.00**. This fee shall be payable in a lump sum upon completion of each individual project and will be paid for each successive project.

**4. SUPPORT SERVICES.** COMPANY will not provide support services for the benefit of Contractor.

**5. NEW PROJECT APPROVAL.** Contractor and COMPANY recognize that Contractor's Services will include working on various projects for COMPANY. Contractor shall obtain the approval of COMPANY prior to the commencement of a new project.

**6. TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by Contractor of the Services required by this Agreement or on 12/31/20xx, whichever comes first.

**7. RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to COMPANY, and not an employee of COMPANY. COMPANY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.

**8. INJURIES.** Contractor acknowledges Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor (and Contractor's employees, if any). Contractor waives any rights to recovery from COMPANY for any injuries that Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Contractor or Contractor's employees.

**9. INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless COMPANY from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against COMPANY that result from the acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.

**10. ASSIGNMENT.** Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of COMPANY.

**11. RETURN OF RECORDS.** Upon termination of this Agreement, Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Contractor's possession or under Contractor's control and that are COMPANY's property or relate to COMPANY's business.

**12. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for COMPANY:

Business Name  
Owner Name  
Title  
Address

IF for Contractor:

Contractor Name  
Address

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**14. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**15. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**17. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Arizona.

Party receiving services:

**Business Name**

By: \_\_\_\_\_  
Name  
Title

Party providing services:

**Contractor Name**

By: \_\_\_\_\_  
Contractor Name