CONSULTING AGREEMENT

This Agreement is made effective as of _____, by and between _____, and _____.

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

_____ has a background in _____ and is willing to provide services to _____ based on this background.

_____ desires to have services provided by _____.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on _____, _____ will provide the following services (collectively, the "Services"): _____

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

3. PAYMENT. _____ will pay a fee to _____ for the Services in the amount of $_____. This fee shall be payable in a lump sum upon completion of the Services.

4. EXPENSE REIMBURSEMENT. _____ shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from _____.

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

6. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by _____ of the Services required by this Agreement.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that _____ is an independent contractor with respect to _____, and not an employee of _____. _____ will not provide fringe benefits, including health insurance benefits, paid

FREE PRINTABLE LEGAL FORMS.com

vacation, or any other employee benefit, for the benefit of _____.

8. DISCLOSURE. _____ is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of _____. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of _____
- a manufacturing process of _____
- any activity that _____ may be involved with on behalf of _____

9. EMPLOYEES. _____'s employees, if any, who perform services for _____ under this Agreement shall also be bound by the provisions of this Agreement.

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

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

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

13. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Consultant's Intellectual Property. _____ personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by _____ (or _____'s employees, if any) during the term of this Agreement shall be the property of _____. _____ shall sign all documents necessary to perfect the rights of _____ in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request,

FREE PRINTABLE LEGAL FORMS.com

_____ shall sign all documents necessary to assign the rights to such Intellectual Property to _____.

14. CONFIDENTIALITY. _____ recognizes that _____ has and will have the following information:

- inventions
- machinery
- products
- prices
- apparatus
- costs
- discounts
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of _____ and need to be protected from improper disclosure. In consideration for the disclosure of the Information, _____ agrees that _____ will not at any time or in any manner, either directly or indirectly, use any Information for _____'s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of _____. _____ will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

15. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that _____ has disclosed (or has threatened to disclose) Information in violation of this Agreement, _____ shall be entitled to an injunction to restrain _____ from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. _____ shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

16. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

17. SERVICES TO THIRD PARTIES. _____ shall not provide any consulting services to any third party during the term of this Agreement, unless _____ has obtained _____'s prior written consent.

18. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are special and unique assets of _____ that need to be protected from disclosure, and in consideration of the disclosure of the Information, _____ agrees and covenants that for a period of 10 years following the termination of this Agreement, whether such termination is

voluntary or involuntary, _____ will not directly or indirectly engage in any business competitive with _____. This covenant shall apply to the geographical area that includes all of the State of _____. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of _____ for the benefit of a third party that is engaged in such business. _____ agrees that this non-compete provision will not adversely affect the livelihood of _____.

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

20. 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 _____:

_____
_____
_____

IF for _____:

_____
_____
_____

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.

21. 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.

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

23. 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.

FREE PRINTABLE LEGAL FORMS.com

24. 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.

25. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of _____.

Party receiving services:
_____

By: _____
_____

Party providing services:
_____

By: _____
_____

FREE PRINTABLE LEGAL FORMS.com

EXHIBIT A

Intellectual Property

FREE PRINTABLE LEGAL FORMS.com