

CONSULTING AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into as of the

_____ day of _____ ,
20 _____ , by and between:

Client:

Name: _____

Address: _____

City, State, ZIP: _____

Consultant:

Name: _____

Address: _____

City, State, ZIP: _____

1. SERVICES PROVIDED

The Consultant agrees to provide the following services ("Services"):

Description of Services: _____

The Consultant shall perform the Services in a professional and workmanlike manner consistent with industry standards.

2. COMPENSATION

The Client agrees to pay the Consultant as follows:

Rate: _____

Payment Schedule: _____

All payments shall be made in U.S. dollars and are due within
_____ days of receipt of an invoice from the Consultant.

Late payments shall incur interest at a rate of _____ % per month.

3. TERM AND TERMINATION

This Agreement shall commence on the _____ day of
_____, 20 _____, and
shall continue until the completion of the Services or until terminated by either party with
_____ days' written notice. In the event of termination, the
Client shall pay for all Services rendered up to the date of termination. Either party may
terminate this Agreement immediately for cause if the other party breaches any material term of
this Agreement and fails to cure such breach within _____
days after receipt of written notice of the breach.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of
_____. Any legal action or proceeding arising under this
Agreement shall be brought exclusively in the courts located in
_____, _____.

5. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining
provisions shall continue in full force and effect.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior
agreements, understandings, and negotiations, whether written or oral, relating to its subject

matter.

7. NOTICE PROVISIONS

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:

To Client:

Name: _____

Address: _____

To Consultant:

Name: _____

Address: _____

8. AMENDMENT PROCEDURES

This Agreement may be amended only by a written agreement signed by both parties.

9. DEFAULT AND REMEDY

In the event of a default by either party, the non-defaulting party may terminate this Agreement and pursue any and all legal remedies available. The defaulting party shall be liable for all costs, including reasonable attorney's fees, incurred by the non-defaulting party in enforcing its rights under this Agreement.

10. CONFIDENTIALITY

The Consultant agrees to keep confidential all information obtained from the Client during the term of this Agreement and thereafter, except as required by law or as necessary to perform the Services.

11. INTELLECTUAL PROPERTY

Any intellectual property developed by the Consultant in connection with the Services shall be the exclusive property of the Client. The Consultant agrees to assign all rights, title, and interest in such intellectual property to the Client.

12. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, arising out of or in connection with the performance of this Agreement.

13. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Client:

Signature: _____ Date:

Print Name: _____

Consultant:

Signature: _____ Date:

Print Name: _____

WITNESS

Signature: _____ Date:

Print Name: _____

NOTARY

State of _____ , County of _____
_____, on this _____
day of _____ , 20_____
_____, before me personally appeared
_____, known to me to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged that he/she/they executed the same
for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Signature: _____ Date: _____

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____