

CONSULTING AGREEMENT

This Consulting Agreement is made on , by and between , of , located in the County of and , of , .

For the purpose of this Agreement, the party contracting to receive consulting services shall be referred to as the "Client" and the party providing said services shall herein be referred to as the "Consultant."

The Consultant has a background in and is agreeable to provide consulting services to the Client based on this background. The Client shall remain solely responsible for the making of all decisions.

The Client is mutually agreeable to receiving the consulting services provided by the Consultant.

DESCRIPTION OF SERVICES

Beginning on , shall provide to the following services (collectively the "Services"):

PERFORMANCE OF SERVICES

The exact number of hours and the manner in which the Consultant shall provide the Services shall be determined and set by the Consultant. The Client however, shall rely on the Consultant to work as many hours as may be deemed necessary and reasonable to fulfill the Consultants obligations under this Agreement.

RETAINER

The Client shall be responsible to pay to the Consultant a retainer for Services in the amount of \$. The retainer shall be payable in advance and due and payable upon the signing of this Agreement, and is non-refundable.

PAYMENT

Consultant services shall bill first to the retainer provided and upon depletion of said retainer, the Client shall be invoiced for additional services/fees, if any. The Client, upon receipt of the invoice, shall make prompt and immediate payment by way of within days after receipt of invoice.

REPRESENTATIONS

The Consultant, and their Subconsultants, represents that it is qualified to perform the services and that they possess the necessary licenses and/or permits as may be required.

The Consultant represents that all services shall be performed in a professional manner and shall conform to all the standards of practices of similar, successfully completed projects by other consultants within the same field. The Consultant agrees that if the services are not satisfactorily performed, in addition to all of its obligations contained under this Agreement and at law, the Consultant shall re-perform or replace unsatisfactory services at no additional expense to the Client.

The granting of certification shall in no way waive or limit the certification obligation required in this paragraph or lessen the liability of the Consultant to re-preform or replace unsatisfactory services, including, but not limited to cases where the unsatisfactory character of such work may not have been apparent or detected at the time of such payment, inspection, review or approval.

Nothing contained within this paragraph shall be construed or constitute a waiver or limitation of any right or remedy, whether in equity or at law, which the Client or Consultant may have in accordance with this Agreement or any applicable law. All rights and remedies of the Client, despite whether under this Agreement or other applicable law, shall be cumulative.

NEW PROJECT AND NEW PROJECT APPROVAL

Prior to starting any new project, the Consultant shall first obtain written authorization and consent from the Client.

At the expiration of the initial term of this Agreement, both parties, by mutual written consent, can renew this Agreement for a time period of days prior to the expiration of the then current term.

INDEMNIFICATION BY CONSULTANT

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Client, its agents, officers, departments, representatives and employees (herein referred to collectively as "Indemnatee") from and against any and all claims, loss, cost, damage, injury, including without limitation, injury to or death of an employee of the Consultant or its Subconsultants, expense and liability of every kind, nature and description that arise out of, may pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by the Consultant, or anyone under the control of the Consultant (collectively known as "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Indemnatee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnatee, but shall apply to all other Liabilities. With respect to third party claims against the Consultant, the Consultant shall waive any and all rights of any type of express or implied indemnity against the Indemnatee other than for Liabilities that are caused in whole or in part by the sole negligence, active negligence or willful misconduct of such Indemnatee.

PAYMENT OF TAXES AND OTHER EXPENSES

The Contractor, at all times, shall be deemed and considered to be an independent contractor and shall be fully responsible for the manner in which the Consultant shall perform the services required of the Consultant by the terms, conditions and provisions of this Agreement. In addition, the Consultant shall be liable for their own acts and omissions and those of its employees and its agents. There shall be nothing herein contained which shall be construed as creating an employment, agency or partner relationship between the Client and Consultant.

The terms, conditions and provisions herein contained within this Agreement referring to direction from the Client shall be considered as providing directions as to policy and the result of the Consultant's work only and not as to the means or methods to which such services are rendered or results obtained.

Except as herein expressly provided in this Agreement, nothing contained within this Agreement shall operate to confer rights or benefits to or on persons not party to or affiliated with this Agreement.

The payment of any taxes, including any sales and use Taxes, levied upon this Agreement, the transaction, or the services provided and/or delivered pursuant hereto, shall be the obligation of the Consultant.

INSURANCE

Prior to the execution of this Agreement, the Consultant, upon the request of the Client, shall furnish

satisfactory proof of insurance that they have purchased for the entire period covered by this Agreement, as further defined below and in such form and issued by an insurance carrier that shall be deemed satisfactory by the Client and authorized to do business in the County and State where the Client is located.

General Liability Insurance

Said insurance policy shall be written on an "occurrence" basis, which shall provide coverage for bodily injury, death, and property damage resulting from operations, products liability, blasting, explosion, collapse of building(s) or structures, damage to any underground structures and utilities, liability for slander, false arrest, and invasion of privacy arising out of negligence, disclosure of confidential, intellectual or proprietary information, personal and advertising liability, of not less than \$1,000,000 general cumulative and \$1,000,000 per each occurrence, subject to a deductible of not more than \$10,000 payable by the Consultant.

Worker's Compensation Insurance

The Consultant shall be required to provide full worker's compensation insurance for all persons with whom the Consultant may employ to assist in the work/services provided to the Client by the Consultant pursuant with the "Worker's Compensation Insurance and Safety Act," and any and all Acts amendatory or supplemental thereto. The worker's compensation policy shall include Employer Liability Insurance with limits of not less than \$1,000,000 per each accident.

Professional Liability Insurance

The Consultant shall provide and maintain insurance policy specific to the requirements contained within this Agreement, with limits of not less than \$1,000,000 per claim with respect to negligent acts, errors or omissions in connection with professional services to be provided herein under this Agreement, and any deductible not to exceed \$50,000 per claim, with no exclusion for claims of one insured against another insured.

Insurance Terms, Conditions and Provisions

- a) The Client and its directors, officers, partners, representatives, employees, consultants, Subconsultants and agents, shall be named as additional insured's, but only with respect to any liability arising out of such activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
- b) Any and all policies shall apply separately to each insured against person said claim is made or suit filed except with respect to the limits of the Client's liability.
- c) Any written notice of cancellation, non-renewal or for any material change in the policy itself shall be mailed to the Client within thirty (30) days advance of the effective date of change, non-renewal or cancellation.
- d) The Certificate of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice as described in the above paragraph.
- e) Should and an application for extension of time be made, then the Consultant shall submit proof that said insurance policies shall be in effect during throughout the additional requested period of time.
- f) There shall be nothing contained herein that shall be construed or interpreted as a limitation in any

way to the extent to which the Consultant or any of their acceptable Subconsultants may be held responsible for payment of damages resulting from their work/services.

- g) Should the Consultant fail to maintain the required insurance, the Client reserves the right to take out such insurance, and deduct said amount of the premium from any such sum that may be due and payable to the Consultant under this Agreement.

EXPENSES

The Company shall reimburse the Consultant for the following out of pocket expenses:

TERM and TERMINATION OF AGREEMENT

This Agreement shall immediately terminate provided by the Consultant and as required by this Agreement or from the effective date of this agreement.

SUSPENSION OF WORK

At any time, the Client may, without cause, order the Consultant, by way providing days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the Client, at its sole discretion, may deem fit or necessary. Any such suspension shall be affected by the delivery of a written notice to the Client of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective, which shall be no less than seven (7) calendar days from the date of the notice of suspension is delivered. The suspension of work and/or services shall be treated as an excusable delay.

TERMINATION OF AGREEMENT FOR CAUSE

If at any time the Client believes that the Consultant may not be adequately performing their obligations under this Agreement or may be likely to fail to complete their work/services on time as required by this Agreement, then the Client may request from the Consultant written assurances of performance and a written plan to correct observed deficiencies in the Consultant's performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

The Consultant shall be deemed in default of this Agreement and the Client may, in addition to any other legal or equitable remedies available to the Client, terminate the Consultant's right to proceed under the Agreement, for cause, should the Consultant commit a breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from the Client demanding such cure; or if such failure is curable but not within the ten (10) day period required, within such period of time as is reasonably necessary to accomplish such cure. In addition, in order for the Consultant to avail itself of this time period in excess of ten (10) calendar days from the date of the notice, the Consultant must provide the Client a written plan acceptable to and by the Client to cure said breach, and then diligently commence and continue such cure in accordance to the written plan provided.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered.

TERMINATION FOR CONVENIENCE

The Client may terminate performance of the Contractor's work and/or services under the Agreement pursuant to this paragraph in whole, or in part, whenever the Client shall determine that termination is in their best interest. Termination shall be effected by delivery of notice to the Consultant of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than twenty-one (21) calendar days from the date the notice of termination is delivered. The Consultant shall then be entitled to recover any costs expended up to that point plus a reasonable profit, but not other loss, damage, expense or liability may be claimed, requested or recovered.

Except as provided in this Agreement, in no event shall the Client be liable for any costs incurred by or on behalf of the Consultant after the effective date of a notice of termination.

The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the Client.

PROPRIETARY OR CONFIDENTIAL INFORMATION

The Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, the Consultant may have access to private or confidential information that may be owned or controlled by the Client and that such information may contain proprietary or confidential details and information, the disclosure of which to third parties may cause irreparable damage to the Client. The Consultant agrees that all information disclosed by the Client to the Consultant shall be held in the strictest of confidence and used only in performance of this Agreement. The Consultant shall exercise the same standard of care to protect such information as any reasonable prudent consultant would use to protect their own proprietary data.

The Client is aware that the Consultant may have access to the private confidential information, including, but not limited to, business affairs, financial information, personal information, and other proprietary (collectively herein referred to as "Information") which are considered valuable, special and unique assets of the Client, and as such required to be protected from improper disclosure. In consideration related to the disclosure of Information, the Consultant herein agrees that it shall not at any time or in any manner, either directly or indirectly, use any Information for the Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written authorization and consent of the Client. The Consultant shall protect the Information at all times and treat it as strictly confidential. Any violation of this paragraph shall be deemed as a material violation of this Agreement.

CONFIDENTIALITY AFTER TERMINATION

The confidentiality provisions, terms and conditions of the herein contained Agreement shall remain in full force and effect after the termination of this Agreement.

OWNERSHIP OF WORK PRODUCT

At any time that this Agreement is terminated, the Consultant agrees to return to the Client all document, drawings, photographs and any other written or graphic material, however produced, that they may have received through the course of their work and/or services provided, from the Client, their employees, contractors, or agents, in connection with the performance of their services under this Agreement. All materials shall be returned in the same condition as received.

Any interest of the Contractor or any Subconsultant or Subcontractors, in studies, reports, memoranda, computational sheets or other documents prepared by the Consultant or their Subconsultants, or Subcontractors in connection with the work and/or services to be performed under this Agreement, shall

then become the sole property of the Client.

Any and all work, artwork, copies, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes or any original works of authorship created by Consultant or their Subconsultants or Subcontractors in connection with services performed under this Agreement shall be works for hire pursuant to Title 17 Chapter 3 §302 of the United States Code, and all copyrights of such work or services shall remain the property of the Client. However, in the event that it should be determined that any such works or services created by the Consultant or their Subconsultants or Subcontractors under this Agreement are not deemed as works for hire in accordance with U.S. law, the Consultant hereby assigns all copyrights to such works to the Client. The Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities only with prior written approval from the Client.

INTELLECTUAL PROPERTY

With respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"), the following provisions shall apply:

a) Client's Intellectual Property

Interest in the Intellectual Property that may be described on the attached Exhibit A is not subject to this Agreement.

b) Development of Intellectual Property

Any improvements to Intellectual Property items not listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by the Consultant or their Subconsultant, if any, during the term of this Agreement shall be the property of . The Consultant shall sign all documents necessary to protect the rights of the Client in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, the Consultant shall sign all documents necessary to assign the rights to such Intellectual Property to the Client.

OWNERSHIP OF SOCIAL MEDIA

The Client has sole ownership over any social medial contacts, acquired before and/or throughout the Consultant's term of service, including, but not limited to "follower" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network, that has been used or created on behalf of the Company.

AUDIT AND INSPECTION OF RECORDS

The Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity, takeoffs, cost statements with complete dates, schedules, correspondence, memoranda, papers, writings, as well as any and all documents of any nature prepared by or furnished to the Consultant during the course of performing the work and/or services with respect to the provisions of this Agreement, for a period of at least three (3) years following final completion and acceptance of this Agreement, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. All such records shall be available to the Client upon request at reasonable times and places. Monthly records of Consultant's personnel costs, consultant costs, and reimbursable expenses shall be kept on a generally recognizable accounting basis, and shall be available to the Client upon request at any reasonable time or place. The Consultant shall not destroy any work records until after advising the Client and thus allowing the Client the opportunity to accept and store the records themselves.

The Consultant agrees to maintain and make available to the Client, during business hours, accurate books and accounting records relative to their activities under this Agreement. The Consultant shall permit the Client to audit, examine and make any copies deemed necessary, excerpts and transcripts for such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by and under this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and conditions for a period of not less than five (5) years after final payment under this Agreement or until after the final audit has been resolved, whichever is later. The State of \$COMPANY_STATE']?> or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the Client by this paragraph.

All rights and obligations established and executed pursuant to the paragraph shall be specifically enforceable and survive termination of this Agreement.

DISPUTES

In the event that any question should arise with regards to the meaning and intent of this Agreement, the question shall, prior to any other action or legal remedy being taken, be referred to the Client or the manager and a principal of the Consultant who shall decide the true meaning and intent of this Agreement. Such referral may be initiated through a written request from either party, and then a meeting between the Client and principal of the Consultant shall take place within five (5) days of the written request.

The Consultant shall continue their work and/or services performed throughout the course of any and all disputes, and the Consultant's failure to continue said work and/or services during any and all disputes shall be considered a material breach of this Agreement, provided the Client continues to make payments to the Consultant for undisputed work completed by the Consultant. The Consultant further agrees that should they stop work due to a dispute or disputes, any and all claims, whether in law or in equity that the Consultant may have against the Client, their officers, agents, Representatives, and employees, whether such claims are pending, anticipated or otherwise, shall be deemed to have been waived and forever barred.

CONFORMITY WITH LAW AND SAFETY REQUIREMENTS

The Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all state Occupational Health and Safety Regulations, the American Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations. Any and all services performed by the Consultant must be in accordance with these laws, ordinances, codes and regulations. The Consultant's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the work hereunder shall constitute a breach of Agreement.

Should a death, serious personal injury or substantial property damage occur in connection with the performance of this Agreement, the Consultant shall immediately notify the Client by telephone. If any accident should occur in connection with this Agreement, the Consultant shall promptly submit a written report to the Client, in such form as the Client may require. This report shall include, but is not limited to, the following information:

- 1) Name and address of the injured or deceased individual(s);

- 2) Name and address of the Consultant's Subconsultant or Subcontractor, if any;
- 3) Name and address of the Consultant's liability insurance carrier; and
- 4) A detailed description of the accident, including whether any of the Client's equipment, tools or materials were involved.

If a release of hazardous material or hazardous waste cannot be controlled occurs in connection with the performance of this Agreement, the Consultant shall immediately notify the Client.

The Consultant shall not store hazardous materials or hazardous waste without a proper permit from the City or Municipality.

TAX ID NUMBER, BUSINESS LICENSE, PAYMENT OF TAXES

The Consultant represents that they have complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as a Consultant pursuant to this Agreement, and as such, provides their Employer Tax ID Number and/or Business License Number .

The Consultant shall pay all local, state and federal taxes when due, and certifies under penalty of perjury that the taxpayer identification number written above is correct.

SUPPORT SERVICES

The Client shall provide the following necessary support services for the benefit of the Consultant:

RELATIONSHIP OF PARTIES

It is understood by all parties to this Agreement that the Consultant is an independent contractor and not an employee of the Client. The Client to this Agreement is not responsible and is not providing any fringe benefits, including, but not limited to any health insurance benefits, paid vacation, retirement plan or any other benefit to the Consultant.

EMPLOYEES

The Consultant's employees, should there be any, who may perform services for the Client under this Agreement shall be bound by all the provisions, terms and conditions of this Agreement.

NON-COMPETE, NON-SOLICIATION, NON-RECRUIT

Non-Solicitation Clause

The Consultant shall not, throughout the duration of this Agreement and for a period of year(s) immediately following the termination of this Agreement, either directly or indirectly, call on, solicit, take away or attempt to do any of the such that which pertains to any of the customers or clients of the Client on whom the Consultant called, contacted or may have become acquainted with during the fulfillment of the terms of this Agreement, either for their own benefit or for the benefit of any other individual, firm, corporation or

organization.

Non-Compete Clause

The Consultant herein agrees not to participate in any activity or action that may be deemed of a competitive nature with any activity of the Client/Company throughout the duration of their relationship pursuant to the terms and conditions of this Agreement. Therefore, for the purpose of this paragraph, competitive activity thus encompasses forming and/or making plans to form a business entity that may be seen as being competitive with any business of the Client. This however, in no way, does not prevent the Consultant from seeking or obtaining employment or any other form of business relationship with a competitor after termination of employment with the Client so long as said competitor was in existence prior to the termination of the relationship with the Client and Consultant was and/or is in no way involved with the organization for formation of another such competitor.

During and after the Consultant's contract period with the Client/Company, in the State of , and for a period of year(s) following termination of employment however caused, the Consultant, not its Subconsultants, shall not seek or gain employment with any newly formed business (business formed after termination of this Agreement) that is in competition with the Company, its subsidiaries or affiliates within described as or within a of the Company and the aforementioned business location.

Non-Recruit Clause

The Consultant shall not throughout the duration of this Agreement and for a period of year(s) immediately following the termination of this Agreement, either directly or indirectly, recruit any of the Client's employees, customers, clients or management for the purpose of any outside business.

REMEDIES

Should the Consultant, or Subconsultant, at any time, violate any of the covenants or provisions set forth in this Agreement, the Company reserves the right to immediately terminate Agreement, and terminate all its obligations to make any further payments under this Agreement. The Consultant, and/or Subconsultant, acknowledges that the Client/Company could incur permanent and irreversible damage and injury though a violation of the terms, conditions and provisions of the Agreement, and as such agrees, that the Client/Company shall be entitled to any legal remedy or injunction, as may be deemed appropriate by Company or Court of Law, from any actual or threatened breach of this Agreement.

LIABILITY

Notwithstanding any other term, condition or provision of the Agreement, in no event shall the Consultant be liable, regardless of whether any claim is based on contract or tort, for any special or consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the services performed in connection with this Agreement or for any claims which may be brought against the Client/Company.

RETURN OF RECORDS

Upon the termination of this Agreement, the Consultant shall deliver any and all records, notes and data of any nature which may be in the possession of the Consultant or may be under the control of the Consultant and of which are and shall remain the property of and relate to the Client's business.

NOTICES

Any and all notices that may be deemed necessary, permitted and/or required hereunder this Agreement shall be made in writing and shall be deemed delivered when said notice shall be delivered in person or deposited in the United States mail, postage prepaid and addressed to either party and address provided herein. Said address may be changed from time to time by either party by written notice to the other party in the manner set for above.

Client Name & Address:

—,

Consultant Name & Address:

,

ENTIRE AGREEMENT

This Consulting Agreement contains the entire agreement of all parties and there shall be no other promises or conditions contained within any other agreement whether oral or written. This Agreement shall supersede any other prior oral or written agreement between the parties.

AMENDMENT

This Agreement may be altered or modified only if said amendment is done so in writing, mutually agreed upon and thus signed by both parties.

SEVERABILITY

Should any term, condition, or provision of this Agreement be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any term, condition and/or 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 term, condition and/or provision of this Agreement.

VENUE/APPLICABLE LAW

This Agreement shall be deemed to have been executed in , of which the formation, interpretation and performance of this Agreement shall be governed by the laws of the State of , excluding its conflict of laws. The venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of , and located in the State of .

This Agreement shall be executed in duplicate. One duplicate of the original shall be retained by the Client and one duplicate shall be provided to the Consultant.

IN WITNESS WHEREOF, the undersigned have read, understand and accept this agreement, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and provisions contained within this Agreement.

0

-

-

-

-

0

-

-

EXHIBIT - Consultant's Intellectual Property

List below any and all interests that the Consultant may have in any Intellectual Property: