

## CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into this ..... day of ....., 20XX, by and between ..... (hereinafter referred to as "Company") and ..... (hereinafter referred to as "Consultant") residing at .....

IN CONSIDERATION of the mutual agreement herein contained, it is mutually understood and agreed by and between the parties as follows:

### 1. NATURE OF SERVICES

- A. Consultant is hereby authorized to procure clients for the Company. All funds received by the Consultant shall be received in trust for the Company and be delivered immediately to the Company. All checks or other negotiable instruments received by Consultant from client shall be made payable to the firm or firms designated from time to time by the Company.
- B. Consultant shall have the exclusive right to establish his own working hours and determine his own days of work.
- C. Consultant shall not be required to perform his services upon the Company's premises.
- D. Any business expenses incurred by Consultant, including but not limited to automobile, and the like, shall not be reimbursed by the Company.
- E. Consultant agrees to use his best efforts in conducting all of the activities referred to in this Agreement.
- F. Consultant agrees to refrain from taking any action to injure the Company or its reputation.
- G. Nothing contained herein shall be construed to create the relationship of Employer and Employee or Agent and Principal between the Company and Consultant. Consultant shall conduct his business as an Independent Contractor and shall have no authority to create, alter or amend any agreements or representations on behalf of the Company or to incur any liabilities for the Company. Consultant acknowledges that he is not an employee of the Company, and said Company is not obligated nor charged with the responsibility of withholding income taxes from any commissions due the Consultant nor is the Company obligated to pay Social Security taxes nor F.I.C.A. taxes upon or for the Consultant.
- H. Consultant agrees to adhere to fair business principles and comply with all Federal, State and local laws and regulations either existing or pending. Consultant further agrees to file applications for licensing, bonding or other permits, and to pay all fees pertaining thereto as may be required by any regulatory body.

## II. SOLICITATION AND TERMINATION

- A. Consultant shall not make any misrepresentations or offer warranties or guarantees of any kind to its clients, the effect of which would be to induce the prospective clients to enter into an agreement with the Company. If a lawsuit should arise from misrepresentations made by the Consultant, the Consultant shall indemnify the Company for any and all damages incurred thereby, including court costs, legal fees and any judgments rendered or settlement costs incurred there from.
- B. Consultant agrees that he will not issue, distribute or circulate any advertising or promotional material, circulars or pamphlets relating to the Company unless and until it has been authorized and approved in writing by the Company. The Consultant shall withdraw any said material and discontinue its use immediately upon the Company's written request to do so.
- C. This Agreement may be terminated by either party upon giving written notice. Upon the giving of said notice, the Company shall cause to be paid to Consultant any monies due Consultant, as herein provided, and Consultant in turn shall reimburse the Company for any monies it advanced not earned, and return to the Company any material, products, stationery, samples, etc., which Consultant may have which belong to the Company. Upon termination of this Agreement for any reason, the Company shall have a secured lien over any accrued or accruing commissions due Consultant under the provisions of this Agreement or any amendment or addendum attached hereto, for monies owing from Consultant to Company, and for any damages sustained by the Company from conduct of the Consultant.

## III. COMPENSATION

In consideration of the functions performed hereunder by the Consultant, Company will pay Consultant \$200.00 of the fees, and/or deposits collected from bona fide clients acquired by the Consultant for the Company.

The above stated commission shall constitute the only source of compensation to the Consultant by the Company.

## IV. CONTRACT ENFORCEMENT

- A. This Agreement constitutes the entire agreement about understanding between the parties and supersedes any and all other agreements between the parties.
- B. No remedy granted to the Company by virtue of the Agreement shall be exclusive of any other legal or equitable remedy available to the Company existing by laws of statute.

V. MISCELLANEOUS

- A. The parties agree and intend that all questions concerning this Agreement, including the validity, capacity of parties, effect interpretation and performance shall be governed by the laws of the State of .....
- B. The rights, privileges, duties and obligations of both the Company and the Consultant to each other shall be limited to those specifically set forth herein.
- C. This Agreement and the terms, conditions and obligations herein contained shall be binding upon the parties hereto, their assigns, transferees, heirs and legal representatives.
- D. This Agreement shall not vest in Consultant, his heirs, estate, or legal representatives, any right, title, or interest in any assets in the Company itself, its name, good will or other market business activities other than as set forth in this Agreement and only for so long as the Agreement has not been terminated, and not longer.
- E. This Agreement constitutes the complete Agreement between the Consultant and the Company. No representation or promise, either oral or written, have been made except as specifically set forth herein. Should any part of this Agreement be declared invalid, such invalidity shall not affect the remainder of this Agreement. It is the intention of the parties that they would have executed the remaining portion of this Agreement without herein including any portion which may hereafter be declared invalid.
- F. The forbearance or neglect by either party to insist upon the performance of this Agreement, or any part thereof, shall not constitute a waiver of any rights or privileges.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

THE FOREGOING IS HEREBY AGREED TO:

.....  
Consultant

[Company Name]

by .....