

CONSULTING AGREEMENT

This Agreement is made effective as of January 01, 201X, 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 Last Name**".

Contractor Last Name has a background in _____ and is willing to provide services to COMPANY based on this background.

COMPANY desires to have services provided by **Contractor Last Name**.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on January 01, 2013, **Contractor Last Name** will provide the following services (collectively, the "Services"): **Autism knowledge and expertise**.

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

3. PAYMENT. COMPANY will pay a fee to Contractor Last Name 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 Last Name**.

5. NEW PROJECT APPROVAL. **Contractor Last Name** and COMPANY recognize that **Contractor Last Name's** Services will include working on various projects for COMPANY. **Contractor Last Name** 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 Last Name** of the Services required by this Agreement or on 12/31/2030, whichever comes first.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that **Contractor Last Name** 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 Last Name**.

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

9. INDEMNIFICATION. **Contractor Last Name** 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 Last Name, Contractor Last Name's employees, if any, and Contractor Last Name's agents.

10. ASSIGNMENT. Contractor Last Name'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 Last Name shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Contractor Last Name's possession or under Contractor Last Name'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 Last Name:

Contractor Last 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