CONSULTING SERVICES CONTRACT AGREEMENT

This Agreement is made the ***Date***, between ***Your Company Name and Address*** (hereinafter, ***Your Company Name*** or the "Vendor"), and ***Client Company Name and Address*** (hereinafter, the "Client").

PART II:
CONSULTING SERVICES

1. Parties and Services. The Vendor agrees to provide its normal consulting and placement services (the "work") to the client to the extent requested. All materials necessary for performance and completion of the work will be provided by the Client, except as otherwise specified in writing. Any product of the Vendor's work for the Client shall become the sole and exclusive property of the Client. The work may be performed by an employee of Vendor or an independent contractor retained by Vendor.

2. Fees. The Client agrees to pay fees and expenses to the Vendor within ten (10) days of the receipt of the Vendor's invoice as set forth in the Addenda covering the engagement. An additional fee associated with delinquent invoices is described in Part III Section 7. Work is considered to be accepted by signing the biweekly or semimonthly timesheet.

3. Term. This Agreement will begin as of the date first written above. Either party may terminate this Agreement with or without cause giving two (2) weeks written notice to the other party.

4. Warranties. The Vendor makes no express or implied warranties under this Agreement including, but not limited to warranties of merchantability and fitness of the Vendor's work for a particular purpose. In no event will the Vendor or the Vendor's employees be liable for consequential damages. In the event that Vendor agrees, at its option, to refund any amount for goodwill purposes, it may never exceed the amount of the individual consultant’s billings.

5. Confidentiality. Both parties further agree that for the duration of this Agreement and for a period of one (1) year after the termination of this Agreement for any reason, including expiration of this Agreement, neither party will disclose or use, whether for personal benefit or for the benefit of others any Confidential Information obtained during the course of business between Vendor and Client. Confidential Information is defined to include, but not be limited to intimate knowledge of customer requirements, trade secrets, business procedures, price lists, financial data, customer lists, prospective customer lists, etc. In connection with the limited protection afforded to both parties by the covenants contained herein, the parties acknowledge that they have attempted to limit each other’s right to compete only to the extent necessary to protect their interests from unfair competition.

6. Arbitration. In the event any dispute arises out of the services provided by Vendor pursuant to this Agreement, which cannot be resolved by the parties to this Agreement, such dispute shall be submitted to final and binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"). If the parties cannot agree on an arbitrator, a list of seven (7) arbitrators will be requested from AAA, and the arbitrator will be selected using alternate strikes with Client striking first. Client and Vendor will share the cost of the arbitration equally. Arbitration of such disputes is mandatory and in lieu of any and all civil causes of action and lawsuits either party may have against the other arising out of the services provided by Vendor pursuant to this Agreement; provided, however, that any claim the Vendor has for breach of the covenants contained in Paragraph 5 (Part II) of this Agreement and any claim by Vendor for unpaid fees for services rendered which have been approved by Client pursuant to signed time sheets shall not be subject to mandatory arbitration, and may be pursued in a court of law or equity.

PART II:
GENERAL TERMS FOR CONSULTING SERVICES

1. Entire Agreement. The terms and provisions contained herein shall constitute the entire agreement between the parties with respect to the services to be provided by Vendor for Client during the time period covered by this Agreement and supersedes all other agreements whether written or oral. Any changes to this Agreement must be in writing and signed by both parties. Any addenda to this Agreement for individual consultants under this Agreement are considered to be part of this Agreement.

2. Agreement Not to Hire. Unless otherwise agreed by Addendum to this Agreement, each party agrees not to engage as an employee, an independent consultant or in any other capacity whatsoever, either full or part time, whether directly or indirectly, any individual providing any services for the other during the term of this Agreement or for a period of twelve (12) months following the termination of this Agreement except as specifically agreed in writing. Client further agrees not to hire, attempt to hire, or facilitate in any way the hiring of any Consultant, Candidate or Employee presented to Client by way of resume, interview, project assignment, or any other method for consideration by Vendor without Vendor's direct knowledge and consent. If either party violates any requirement in this paragraph, that party shall pay a fee to the other party of 25% of the employee's annual salary, payable within 10 days of receipt of invoice.

3. Right to Enter Agreement. Client represents and covenants to Vendor that it has full power and authority to enter into this Agreement and that the execution of this Agreement will not breach or constitute a default of any other agreement or contract to which it is a party or by which it is bound.

4. Notices. All notices pursuant to this Agreement shall be in writing and sent certified mail, return receipt requested.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the ***Your State***.

6. Waiver. No waiver by either party to this Agreement of any right to enforce any term or condition of this Agreement, or of any breach hereof, shall be deemed a waiver of such right in the future or of any other right or remedy available under this Agreement.

7. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement will remain unaffected and in force.

8. Non-Payment. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including reasonable attorneys' fees and court costs.

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

Signatures:

Client Name	***Your Company Name***
By: _____ Signature	By: _____ Signature
Print: _____ Name	Print: _____ Name
Print: _____ Title	Print: _____ Title
Date: _____	Date: _____

Addendum to Contract Agreement

This document is an addendum to the Consulting Services section (Part II) of the Contract Agreement ***Your Company Name*** and ***Client Name***, dated ***Date of Agreement.***

Consultant	Rate	Anticipated Start Date
TBD	TBD	TBD

RIGHT TO HIRE AGREEMENT:
The client may offer the consultant full time employment in accordance with the following fee schedule:

Contract Period	Fee
0 to 3 months	XX% of employee's annual salary
3 to 4 months	XX% of employee's annual salary
4 to 5 months	XX% of employee's annual salary
5 to 6 months	XX% of employee's annual salary
After 6 months	XX% (or zero....)

This supersedes Paragraph 2 of Part III of the Contract Agreement.

Signatures:

Client Name

By: _____
Signature

Print: _____
Name

Print: _____
Title

Date: _____

Your Company Name

By: _____
Signature

Print: _____
Name

Print: _____
Title

Date: _____