

CONSULTING AGREEMENT

This Agreement is made effective as of [date], by and between [Name of Consultant], of [Location of Consultant] (hereinafter referred to as "Consultant"), and **[Name of corporation using consultant services]**, a [State] corporation (hereinafter referred to as "Corporation").

The Consultant has a background in the [XYZ] business and is willing to provide services to the Corporation based on this background.

The Corporation desires to have services provided by the Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on the date the Asset Purchase Agreement is signed and ending on [date], the Consultant will provide the following services (collectively, the "Services") to the Corporation:

Make introductions, mentor, and train the staff of the Corporation, make endorsements of the Corporation, and advertise to the Corporation's clients and customers that the Corporation has purchased the Consultant's [XYZ] business.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by the Consultant shall be as follows:

As requested, and at a mutually agreeable time and place, to fulfill the Consultant's obligations under this Agreement during a typical workweek between [date] and [date].

3. PAYMENT. The Corporation will pay a fee to the Consultant for the Services in the amount of [\$X] as one lump sum on [date]. This fee is calculated at [X#] hours with a rate of \$[X] per hour. The Corporation shall pay to the Consultant the full \$[X] fee even if the Corporation requires less than X# hours. The Corporation will pay a fee to the Consultant for additional time beyond the first X# hours and/or for time after [termination date], as mutually agreed upon dates, at a rate of \$[X] per hour.

4. EXPENSE REIMBURSEMENT. Consultant shall be entitled to reimbursement from Corporation for all "out-of-pocket" expenses, including travel expenses as pre-approved by Corporation.

5. SUPPORT SERVICES. Corporation will provide the following support services for the benefit of Consultant:

[Desks, office supplies, secretarial services, etc.]

6. TERM/TERMINATION. This Agreement shall terminate automatically on [date], unless the parties mutually agree in writing to a continuance.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Corporation, and not an employee of Corporation. Corporation will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

8. ASSIGNMENT. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Corporation.

9. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Consultant's possession or under Consultant's control and that are Corporation's property or relate to Corporation's business.

10. 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 Consultant:

[Name]

[Street Address]

[City, State, Zip code]

IF for Corporation:

[Name]

[Street Address]

[City, State, Zip code]

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.

11. 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.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. 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.

14. 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.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Virginia.

Party receiving services:

[Name of Corporation]
By: [Name of Corporation Representative]

Party providing services:

[Name of Consultant]