

SAMPLE AGREEMENT FOR CONSULTING SERVICES

This agreement is entered into between XYZ Company, ("Client"), Safety First Drive, Any Town, USA, telephone: (012) 345-6789 and Fred W. Graham. ("Consultant"), 108 Queens Gate, Maylene, AL 35114 - Cell: (205) 678-6990.

- 1. Consultant agrees to perform the consulting service set forth in section "A" of the schedule attached hereto and made a part hereof. Such services shall be performed during the period mentioned in section "B" of the schedule and at the time and locations described in the schedule.**
- 2. For satisfactory performance of his services Consultant shall be paid in accordance with section "C" of the schedule. Such compensation shall be paid by the Client within fifteen (15) days of receipt of Consultant's statement of services and cost, which shall be submitted in the following format:**
 - a) The work performed by the Consultant shall be detailed as to the description of services, number of hours, and the day, month, and year in which the work was performed and (submitted weekly).**
 - b) All expenditures for travel, lodging, meals, and any other trip related business expenses to be reimbursable under this agreement shall be detailed and documented in conformity with Client's requirements and (submitted weekly).**
- 3. In performing services under this agreement, Consultant shall operate as, and have the status of, an independent contractor.**
- 4. Consultant agrees that he will not divulge to third parties, without the consent of Client any information obtained from or through Client in connection with the performance of this agreement unless (a) the information is known to the Consultant prior to obtaining the same from Client;(b) the information is, at the time of disclosure by the Consultant, then in the public domain, but not as a result of an unauthorized disclosure by the Consultant; or (c) the information is obtained by the Consultant from a third party who did not receive the information, directly, or indirectly, from Client and who has to the Consultant's knowledge and belief, the right to disclose the information.**
- 5. Unless otherwise agreed to by Client, Consultant shall personally perform the services specified herein & shall not assign, subcontract or sublet any portion of this agreement.**
- 6. This agreement shall remain in force for the period set forth in section "B". At the option of Client and/or the Consultant, this agreement can be terminated at any time by providing a written notice of termination to the other party.**

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- 7. Consultant warrants that he shall perform consulting tasks submitted and accepted under this agreement in accordance with professional standards. However, Consultant shall in no event be held liable for any damages, including lost profits, lost savings or other incidental or consequential damages arising from use by Client's management or employees, Client's joint venture partners or co-owners companies management or their employees, project OCIP insurance brokers and carriers, project CCIP firms, project clients, construction managers, contractors, or subcontractors of any professional services rendered by the Consultant.

- 8. All audit documents, manuals, action plans, forms, employee safety handbooks, training programs and any other printed matter which is provided by the Client or created as a result of the Consultant's services performed while under this agreement with Client shall remain the sole copyrighted ownership of Client.

XYZ Company

Construction Safety Consultant

By: _____

By: _____

Arthur T. Boss

Fred W. Graham

Title: President & CEO

Title: Consultant

Date: / /

Date: / /

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Section A: Consultant's Scope of Work

I. Consultant's Services

A. As requested by Client's President & CEO, conduct a safety and total loss control audits of XYZ's Company corporate, divisional, and selected project operations covering the following:

- # Safety & health**
- # Fire prevention & protection**
- # Medical & first-aid**
- # Security & assets protection**
- # Emergency & disaster planning**
- # Environmental & pollution control**
- # Safety award & incentive plans**
- # Drug & substance abuse procedures**
- # Risk management & Insurance**
- # Productivity improvement**

B. Other consulting assignments as may be requested by the Client's President & CEO and accepted by Consultant.

Section B: Period of Performance

This agreement shall be valid for the period 9/01/10 through 8/31/11. Consultant will work the amount of time required to complete the scope of work and will work in such locations as are appropriate to the work.

Section C: Compensation

Consultant fee rate and schedule effective 9/01/10 to 8/31/11:

- I. Audit Services - For safety & total loss control auditing services requested by the Client, the Consultant shall be paid \$120/hour for 120 hours worked, including travel time for a audit billing cost of \$14,400 plus business travel expenses.**
- II. Other Consulting Services - For all other safety & total loss control consulting support services requested by the Client the Consultant shall be paid \$120/hour for all hours worked, including travel time, plus business travel expenses, billed monthly.**

Consultant will send his confidential audit report to the Client's President & CEO or to the company's lawyer labeled "Attorney Work Product" on each page.

