

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is made this [INSERT DAY OF MONTH] day of [INSERT MONTH], [INSERT YEAR] and is effective as of [INSERT DATE], by and between [INSERT NAME OF COMPANY] (the “Company”), located at [INSERT ADDRESS], and [INSERT NAME OF CONSULTANT], an individual (the “Consultant”), located at [INSERT ADDRESS OF CONSULTANT].

BACKGROUND

On the basis of the Consultant’s past experience, expertise and competence the Company desires to retain the services of the Consultant, and the Consultant desires to provide the services, in accordance with and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Provision of Services by Consultant.

(a) The Consultant shall perform such services as may be requested by the Company from time to time. [INSERT ADDITIONAL DUTIES IF NEEDED]

(b) During the term of this Agreement, the Consultant shall devote such time, care, skill, energy and attention as is required to provide satisfactorily the Consulting Services for which he/she is retained pursuant to this Agreement. The Consultant shall provide such Consulting Services in a timely manner upon request by the Company during the term of this Agreement; provided, that the actual hours and days during which the Consultant shall provide Consulting Services shall be in the reasonable discretion of the Consultant.

2. Term. This Agreement shall commence as of [INSERT DATE] (the “Effective Date”). This is an at-will consulting agreement, as either party can terminate without notice and without any reason. No term of years is contemplated herein nor agreed upon.

3. Compensation.

(a) For all of the Consulting Services to be provided by the Consultant to the Company, the Company shall pay the Consultant an hourly rate commensurate with her experience at the discretion of the Company. A Form 1099 will be provided at the conclusion of each fiscal year end.

(b) The Consultant will maintain time records of all work provided for the company and submit invoices as work is provided. Consultant shall invoice the Company on a weekly basis, and the Company agrees to pay such invoices within a reasonable amount of time thereafter, or within the discretion of the Company.

(c) The Consultant will be reimbursed for all business expenses which are reasonably and necessarily incurred by the Consultant in connection with the performance of the Consulting Services hereunder at the Company's request and required in each client case being handled by the Consultant; provided, however, that prior consent of the Owner Designees shall be required for any expenses which exceed [INSERT AMOUNT OF EXPENSES IN DOLLARS] for any single business reason. All such expenses will be reimbursed by the Company within a reasonable period of time after receipt of the Consultant's invoices, together with supporting receipts. The Company is not responsible for the general overhead expenses of the Consultant's law office, as such expenses are the sole obligation of Consultant.

(d) Except as expressly set forth in this Section 3, no other benefits or compensation shall be provided under this Agreement or upon the termination of this Agreement.

(e) The Consultant is required to maintain his/her own business insurance and provide written proof of coverage prior to signing this agreement. If during the duration of the consultancy, such insurance is modified in any way, the Consultant shall provide written notice to the Company regarding any and all such changes.

4. Relationship Between Company and Consultant.

(a) The Consultant is, and shall be, an independent contractor and nothing herein contained shall be construed so as to create an agency relationship, employment relationship, a partnership or a joint venture between the parties. The Consultant shall not represent herself to be the agent or the employee of the Company or to be related to the Company other than as an independent contractor or consultant. The Consultant shall maintain his/her own business, company, sole proprietorship etc. and shall have his/her own clients.

(b) The Consultant understands and agrees that, as an independent contractor, he is not entitled to participate in any of the Company's (or Owners') benefit offerings or perquisite programs (including, but not limited to, company vehicle, vacation/sick/holiday pay, bonus programs, medical/dental/life insurance coverage, workers' compensation or unemployment insurance, etc.). In addition, the Consultant shall be responsible for the payment of any and all federal, state, and local taxes that may become due as a result of the compensation earned hereunder. The Consultant hereby indemnifies the Company and holds the Company harmless from and against any and all claims or demands in respect of taxes or other payments required to be made to any taxing or revenue authority on account of any payments made to the Consultant hereunder, including attorneys' fees and costs associated with any claim made by any taxing or revenue authority arising out of this Agreement, which indemnification agreement and obligation shall survive the termination of this Agreement for any reason.

5. Confidential Information; Non-Interference.

(a) The Consultant recognizes and acknowledges that, while providing Consulting Services to the Company, the Consultant will be exposed to and/or will acquire eminently valuable knowledge of certain secret, confidential or proprietary information which has been developed by or through the Company's efforts or investments, and which is invaluable to the successful operation of the Company's business. Consequently, the Consultant hereby agrees

that, during the term of this Agreement and for all periods thereafter, the Consultant shall not use for his/her personal benefit or disclose, communicate or divulge to, or use for the direct or indirect benefit of any person, firm, association or organization other than the Company, any confidential, secret or proprietary information of the Company of which the Consultant obtains possession, which is not otherwise lawfully and readily available to the general public. This confidential, secret and proprietary information includes, but is not limited to, names and addresses of employees, suppliers, licensors and licensees, any data on or relating to past, present or prospective clients, business and marketing policies, plans, procedures, operations, strategies or techniques concerning, among other things, the exploitation of the Company's entertainment properties and associated assets, research development projects, the terms of any agreement to which the Company is a party, trade secrets or other knowledge or processes of or developed by the Company. The Consultant confirms that such information is confidential, secret and proprietary and constitutes the exclusive property of the Company and agrees that, immediately upon ceasing to provide Consulting Services to the Company, and regardless of the reasons therefor, the Consultant shall immediately deliver to the Company all correspondence, documents, books, records, lists and other writings (including those in electronic format) relating to the Company's business, and Consultant shall retain no copies, regardless of where or by whom said writings were kept or prepared.

6. **Termination.**

This is a consultancy "at-will" which means the Company can terminate this Agreement without notice and without cause at any time after the Agreement has been entered into. The Consultant may also terminate the Agreement without notice at any time.

7. **Miscellaneous.**

(a) This Agreement may not be assigned by Consultant without the written consent from the Company. However, the Company may assign the agreement without written consent to the Consultant.

(b) The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party hereto shall not affect the validity of any other provision or covenant hereof or herein contained.

(c) The waiver by the Company of a breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any other subsequent breach by the Consultant. The waiver by the Consultant of a breach of any provision of this Agreement by the Company shall not operate or be construed as a waiver of any other subsequent breach by the Company.

(d) The provisions of this Agreement shall be governed by and construed in accordance with the substantive laws of the State of [INSERT NAME OF STATE], where the services contemplated under this agreement shall be performed.

(e) This Agreement supersedes all prior agreements, negotiations, discussions, understandings, whether written or oral, between the parties. No modification of this Agreement shall be binding upon the parties unless in writing and signed by the parties hereto.

(f) Notices shall be sent by certified or registered mail, return receipt requested, or by overnight courier service, or by facsimile, to each party at the address set forth below or to such other addresses as either party may designate by similar notice.

If to Company: [INSERT NAME OF PERSON AT COMPANY AND ADDRESS]

If to Consultant: [INSERT NAME OF CONSULTANT AND ADDRESS]

or to such other address or addresses as shall be communicated to the parties hereto in accordance with the provisions of this Section 7(f). Notices shall be deemed to have been received on the date of the facsimile confirmation or mail receipt, as the case may be.

(g) The parties hereto irrevocably: (a) agree that any suit, action or other legal proceeding arising out of this Agreement shall be brought in arbitration before the American Arbitration Association. The Consultant fully consents to mandatory arbitration of legal disputes raised either by the Company or Consultant. The Consultant specifically understands that he/she is waiving his/her right to a jury trial on all equitable and legal claims. Such arbitration will proceed according to the rules of the American Arbitration Association (AAA). However, the Consultant and the Company specifically agree to the following: 1) there will be one arbitrator who is either a lawyer or a former judge; 2) there will be no hearing before the arbitrator; 3) all disputes will be decided by written memorandums of law based on the factual record; 4) the arbitration of the case will take place in [INSERT NAME OF STATE] and apply [INSERT NAME OF STATE] law; 5) the arbitrator's decision will be final and both client and firm agree to abide by such decision. An appeal from such decision may be made to a court of competent jurisdiction in the [INSERT NAME OF STATE]. **The Consultant specifically understands that he/she has had an opportunity to review and discuss this agreement with the attorney. He/she understands that she is mutually waiving his/her right to file suit against firm in a court of competent jurisdiction and request a jury trial.**

(h) All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, each of the parties hereto, their respective legal representatives, heirs and, as permitted hereunder, assigns. Nothing in this Agreement is intended to or shall be construed to grant or confer upon any person, other than the parties hereto and their respective successors and assigns, as permitted, any rights or remedies under or by reason of this Agreement.

(g) At any time and from time to time, each of the parties hereto, at the request of any other party hereto and without further consideration, will promptly execute and deliver all such further documents or perform such acts as such party reasonably may request in order to more fully consummate the transactions contemplated herein.

(h) If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect, and shall be enforceable without regard thereto.

(i) This Agreement is not intended to and shall not be construed to give any person or entity other than the parties signatory hereto any interests or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby except as otherwise expressly stated herein.

(j) This Agreement may be executed and delivered by facsimile and, upon such delivery, the facsimile will be deemed to have the same effect as if the original signature had been delivered by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

[company name/individual]

COMPANY

By: _____
[name]

[name of consultant]

CONSULTANT