

INDEPENDENT CONTRACTOR / CONSULTING AGREEMENT

Parties and Term of Contract

This Agreement is entered into this ___ day of _____, 200_, by and between [_____
Client Name] (“**Client**”) and Linda Engelbert Book, dba LeBook Business Services (“**Consultant**”) and will remain in full force and effect until mutual consent of the parties.

Services

Client hereby wishes to engage Consultant as an independent contractor to perform services as set forth in Schedule A hereto, pursuant to the terms and conditions of this Agreement, and Consultant agrees to provide such services to Client.

Independent Contractor

Consultant enters into this Agreement as an independent contractor, and will remain an independent contractor throughout Consultant’s relationship with Client.

Client shall not be responsible for withholding taxes with respect to Consultant’s compensation hereunder. Consultant is responsible for paying when due all income taxes incurred as a result of the compensation of Client.

Consultant shall have no claim against the Client hereunder or otherwise for any rights or benefits afforded to Client’s employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit.

Consultant will determine the method, details, and means of performing the agreed-upon services for Client. Consultant may, at Consultant’s expense, use any employees or subcontractors as Consultant deems necessary to perform the services required of Consultant by this Agreement. Client shall not control, direct, or supervise Consultant’s employees or subcontractors in the performance of those services.

Insurance & Indemnification

Except as may be otherwise set forth in writing, Client hereby acknowledges that pursuant to applicable insurance laws, Consultant is not required to carry professional liability insurance based on the type and scope of services that Consultant is herein engaged to perform.

Consultant is not in the business of providing professional advice and can only provide work-product based on the information or materials provided by Client to Consultant. While

Consultant guarantees to provide work product that meets or exceeds Client's satisfaction and endeavors to provide complete accuracy, Client understands that mistakes sometimes happen. It is the final responsibility of Client to review final work product for accuracy, errors and omissions and to consult with a licensed attorney and/or accountant where appropriate. Client agrees to release and hold Consultant harmless from any damages arising from any such errors or omissions caused unintentionally by Consultant.

Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Consultant, Consultant's officers, directors, employees, agents or subconsultants, which may arise out of or in connection with the performance by any of the parties above-named of the services under this Agreement.

Confidentiality

Consultant hereby acknowledges that Consultant will in the course of this Agreement become aware of and/or in possession of information and materials of Client. Consultant agrees to treat such information and/or materials as the property of Client and will not disclose to any person or entity and/or use in any way the aforesaid, directly or indirectly, in any manner at any time except as required in the course of performing the agreed-upon services for Client.

All materials or documents of Client's and/or produced on Client's behalf, are the property of Client and will be returned to Client upon request or upon termination of the project or of this Agreement. Consultant shall at all times preserve the confidential nature of Client, Client's business, and Consultant's relationship with Client.

Compensation

Client shall be responsible for paying compensation to Consultant for services performed under this Agreement pursuant to the fee schedule set forth herein on Schedule A, or as otherwise agreed upon in writing. Consultant reserves the right in certain cases to demand a deposit prior to work commencing. In the case of ongoing work, Consultant shall invoice Client on a monthly basis. Clients may be billed semi-monthly if desired by Client or upon the decision of Consultant. Fees are due within 15 days of Client's receipt of invoice. Payment is deemed late if not received by Consultant within 30 days. It is recognized and agreed that at times it may be necessary for Consultant to incur miscellaneous business expenses, which expenses shall be billed to Client. Consultant will not incur any major expenses without prior consent of Client.

Multiple Clients

Client herein acknowledges that Consultant is in the business of providing services to multiple clients. Consultant shall not be required to devote full time or attention to the performance of Consultant's duties pursuant to this Agreement. If, in the event a project requires expediency which results in Consultant's devoting full time to this project and which may result in Consultant's neglecting its other clients, an additional fee or higher rate may be charged.

Consultant hereby warrants that in the course of performing services for multiple clients, Consultant will not disclose information about one client to another client, or in any way engage in any conflict of interest activities which may cause damage or harm to one or more clients.

Arbitration

Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in accordance with the rules of the American Arbitration Association.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Entire Agreement

This Agreement, and any attached Schedules or Exhibits, constitutes the entire understanding and agreement of the parties and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Waiver

Waiver by one party hereto or breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Modification

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto. This Agreement is not assignable by any party without express written consent of the other.

Unenforceability

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Termination

Either party may terminate this Agreement at any time upon written notice to the other, providing that any Client materials have been returned to Client as requested and any monies owed to Consultant have been paid by Client.

Acceptance

Signature by Client constitutes acceptance of these terms.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first above written.

[client name]

By _____
Title
CLIENT

LeBook Business Services

By _____
Linda E. Book
CONSULTANT