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Professional Services Agreement

THIS AGREEMENT is entered into as of this _____ day of _____, 200X by and between the COMPANY NAME HERE, a STATE OF INCORPORATION NAME HERE corporation, hereinafter referred to as "_____" and PROFESSIONALS OR COMPANY NAME HERE, hereinafter referred to as "_____".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF PROFESSIONAL SERVICES

_____ agrees to provide services in accordance with the Scope of Professional Services attached hereto as Exhibit "A" and Fee Schedule attached hereto as Exhibit "B", both Exhibits incorporated herein by this reference.

2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

The services to be performed pursuant to this Agreement shall be initiated upon September 15, 200X and continue for a period of one year, expiring on September 15, 200X.

3. PROFESSIONAL RESPONSIBILITY

_____ shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services rendered by _____, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies.

4. COMPENSATION

In consideration of the services to be performed pursuant to this Agreement, _____ agrees to pay _____ in accordance with the Fee Schedule attached as Exhibit "B".

5. INDEPENDENT CONTRACTOR

The services to be performed by _____ are those of an independent contractor and not as an employee of COMPANY NAME HERE. As an independent contractor, _____ is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. _____ is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

6. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

7. REMEDIES

In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (C) avail itself of any other remedy at law or equity.

8. APPROPRIATION OF FUNDS

The payment of monies by _____ in accordance with this Agreement shall be subject to the appropriation of available funds.

9. INSURANCE

_____ agrees to procure and maintain, at its own cost, a policy or policies of insurance. The _____ shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason

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