

# Consulting Agreement

THIS CONSULTING AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_

BETWEEN:

<p><b>CLIENT</b></p> <p>_____</p> <p>_____</p> <p>(the "Client")</p>
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<p><b>CONSULTANT</b></p> <p>Linda Caravia, LMT #6600 business owner at Vitality Therapeutic Massage &amp; Yoga, LLC</p> <p>4235 SW Corbett Ave. Portland, OR 97236</p> <p>(the "Consultant")</p>
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## BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and ability to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

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IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Services will include analyzing client goals, needs and current business obstacles, identifying projects, scoping potential business solutions, with the intention of improving business suggesting strategies; and

- Consulting services provided do not make the consultant responsible for the way in which the client executes the recommendations.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

#### **TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of Services, subject earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party which to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

#### **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

#### **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

#### **COMPENSATION**

7. The Consultant will charge the Client for the Services at the rate of \$75.00 per hour (the "Compensation").
8. The Client will be invoiced when the Services are complete, either at the end of each meeting and or once work in between meetings has been completed.
9. Invoices submitted by the Consultant to the Client are due upon receipt.
10. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to a pro rata payment of the Compensation of the date of termination provided that there has been no breach of contract on the part of the Consultant.

#### **REIMBURSEMENT OF EXPENSES**

11. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with

providing the Services. The Consultant will only be reimbursed for expenses submitted according to the following guidelines:

- Should the Client need additional research outside of the meeting, forms to be made and or a service evaluation done more expenses will incur at the rate of \$75 per hour plus material or additional services evaluation expenses, all approved in advance by the Client.

## CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client or Consultant, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and Consultant and that is not generally known and where the release of the Confidential Information could reasonably be expected to cause harm to the Client or Consultant..
13. The Client and Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Client or Consultant has objected, except as authorized by the Client or Consultant or as required by law. The obligations of confidentiality will apply during the Terms and will survive indefinitely upon termination of the Agreement.
14. All written an oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

## OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevante registrations or application for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or procedure under this Agreement, is a "work made for hire" and will be the property of the Client and Consultant.
16. The Consultant may not use the Intellectual Property for any purpose other than contracted for in the Agreement except with the written consent of the Client.

## RETURN OF PROPERTY

17. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## CAPACITY/INDEPENDENT CONTRACTOR

18. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The client is not required to pay, or make any contributions to any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with the reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

## NOTICE

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses:

a. \_\_\_\_\_  
\_\_\_\_\_

b. Linda Caravia, LMT #6600 business owner at Vitality Therapeutic  
Massage & Yoga, LLC  
407 NW 17th Ave Suite 5 Portland, OR 97209

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## INDEMNIFICATION

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any activity or omission of the indemnifying party, its respective affiliates, offices, agents, employees, and permitted successors and assigns that occurs in connection with this

Agreement. This indemnification shall survive the termination of this Agreement.

#### **ADDITIONAL CLAUSE**

21. Intellectual Property discussed at the meeting will belong to both Parties and held confidential where appropriate. The specific outline, steps and worksheets provided by the Consultant may not be used by the Client for third parties or starting your own consulting business using the intellectual property of the Consultant.

#### **MODIFICATION OF AGREEMENT**

22. Any amendment or modification of this Agreement or additional obligation assumed either Party in connection with this Agreement will only be binding if evidence in writing signed by each Party or an authorized representative of each Party.

#### **TIME OF THE ESSENCE**

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **ASSIGNMENT**

24. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **ENTIRE AGREEMENT**

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **ENUREMENT**

26. This Agreement will enure the benefit of the be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **TITLES/HEADINGS**

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **GENDER**

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

29. This Agreement will be governed by the construed in accordance with the laws of the State of Oregon. In the event of a dispute, both parties agree to use arbitration and comply with the governing laws in the State of Oregon.

**SEVERABILITY**

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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IN WITNESS WHEREOF the Parties have duly affixed their signatures on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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(Client)

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(Consultant)