

Consulting Agreement

This Consulting Agreement (the "Agreement") is entered into this [specify date] by and between Travis Drennan dba www.DrennanInc.com, PO BOX 388, Phoenix, OR 97535, an individual, ("Consultant") and [Name of Company] (the "Company").

RECITALS

WHEREAS, the Company is in need of assistance in the Information Technology, Web Design, Web Marketing; Industry Best Practices, and General Information Technology Support;

WHEREAS, Consultant has agreed to perform consulting work for the Company in providing [specify] support and consulting services and other related activities as directed by the Company;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the Company professional consulting services in the area of [specify] support ("Consulting services") as requested.

2. Consideration.

A. RATE. In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Company will pay Consultant at the rate of [specify rate] per hour for time spent on Consulting Services. Consultant shall submit written, signed reports of the time spent performing Consulting Services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. The Company shall pay Consultant the amounts due pursuant to submitted reports within 14 days after such reports are received by the Company.

B. EXPENSES. Additionally, the Company will pay Consultant for the following expenses incurred while the Agreement between Consultant and the Company exists:

- All travel expenses to and from all work sites
- Meal expenses;
- Administrative expenses;
- Lodging Expenses if work demands overnight stays; and
- Miscellaneous travel-related expenses (parking and tolls).

Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses were incurred. The Company shall pay Consultant the amounts due pursuant to submitted reports within 14 days after a report is received by the Company.

C. TIME AND AVAILABILITY. Consultant will devote _____ hours per month in performing the services for the Company as stated herein. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the month giving due regard to the needs of the Company's business. If the Company deems it necessary for the Consultant to provide more than _____ hours in any month, Consultant is not obligated to undertake such work until the Consultant and Company have agreed on a rate of compensation. [The time devoted can be hours per day, per week, or per year. The Company may also elect to pay a flat monthly fee regardless of hours, but the Company should be cautious of this approach.]

3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Company and Consultant. Consultant is an independent contractor and not an employee of the Company or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold herself out as an employee of the Company.

4. Confidentiality. In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the Company or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Company Information Technology systems, which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees.

5. Term/Termination. This Agreement shall terminate automatically upon completion by Consultant (DrennanInc) of the services required by this Agreement or by mutual agreement of the two parties. Either party may terminate this Agreement by giving the other party two weeks written notice.

6. Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person and concurrently delivered via e-mail as well as deposited in the United States mail, postage prepaid, addressed as follows:

1. Notices to Consultant:

DrennanInc
Travis Drennan, President (travisdrennan@gmail.com)
PO Box 388

Phoenix, OR 97535
541-535-1644

2. Notices to the Company: [specify address]

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

7. Nonsolicitation. During the term of this Agreement and for twelve (12) months thereafter, Consultant will not directly or indirectly solicit, induce, or attempt to induce any employee or independent contractor to terminate or breach any employment, contractual, or other relationship with Company.

8. Arbitration. Should any dispute arise out of this contractual agreement, both parties hereto agree to participate in arbitration to resolve the dispute.

9. Miscellaneous.

9.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

9.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Company and to the Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.

9.3 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Oregon, Jackson County. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

10. Applicable Law. This Agreement shall be governed by the laws of the State of Oregon.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

[COMPANY:]

By:

DrennanInc

Travis Drennan, President:

[Date]