

INDEPENDENT CONSULTANT AGREEMENT

This Agreement, entered into on the ____ day of _____, 20____, by and between
Full Name of Consultant or Company, ("Consultant") located at _____
and the Community Arts Agency, Inc., ("Agency") located at _____.

WITNESSETH:

WHEREAS, Agency desires to engage the services of the Consultant and to have Consultant's services for advice, guidance and preparation of a public agency/foundation Grant Application due on or before _____ with Consultant as an independent contractor and not as an employee; and

WHEREAS, the Consultant desires to act as an independent contractor for Agency to provide Consultant's professional services for the scope of services set out herein; and

WHEREAS, the parties are in agreement on the terms and conditions of the aforesaid engagement of the Consultant by Agency for the services set out herein and desire to put these terms in writing.

NOW, THEREFORE, in consideration of the mutual covenants herein agreed upon in respect of the performance of the consulting services by Consultant and the payment for those services by Agency, and of other good and valuable considerations, each to the other, it is hereby agreed as follows:

1.

ENGAGEMENT OF CONSULTANT

(a) Agency hereby contracts with Consultant to provide all of those certain consulting services as set out on the scope of services set out herein or attached hereto.

(b) Consultant is an independent contractor, is not an employee of Agency, and shall be paid accordingly with receipt by Consultant of a 1099 as record of payments.

(c) One set of grant application materials prepared and submitted under this Agreement shall be retained by the Consultant for additional or future advice to Agency and Agency shall hold all materials for permanent safekeeping. All materials prepared by Consultant pursuant to this Agreement shall be work for hire and shall be the property of the Agency.

2.

EXPENSES

All costs and expenses not specifically included herein, including, but not limited to, travel, meals and lodging, photocopying, printing, postage, or long distance telephone charges, incurred by Consultant in the performance of this Agreement shall be submitted to Agency in advance, and shall be paid only upon prior written approval by Agency. Approved expenses shall be paid in a timely manner not to exceed thirty (30) days unless the parties mutually agree otherwise.

3.

TERM

(a) The respective duties and obligations of the contracting parties under this Agreement shall commence on the date of execution and shall be completed by _____.

(b) The parties agree that the performance of this Agreement may be extended by the mutual agreement of the parties.

4.

COMPENSATION

Agency shall pay to the Consultant the sum of _____ and No/100 (\$____.00) Dollars for Consultant's services. This payment shall be due one-half upon execution and one-half upon completion of services, or as the parties have otherwise agreed.

5.

NOTICE

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by mail to the party's last known residence or to its principal office.

6.

GOVERNING LAWS

This Agreement shall be interpreted, construed and governed according to the laws of the State of Georgia. Time is of the essence.

7.

MEDIATION

Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, is subject to mediation. If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to completion of a provision, the parties shall promptly communicate in a good faith effort to resolve the issue, but if they are unable to reach resolution, they shall submit the issue to mediation. A Party desiring mediation shall give notice (containing a general description of the controversy) to the other Party and designating by name and address a mediation service. The other Party shall agree to use the mediation service unless within five (5) days from the date of said notice they select and provide the name and address of a second mediation service. The selected mediation service shall mediate the dispute between the parties.

IN WITNESS WHEREOF, Agency has caused this Agreement to be executed by its duly authorized officer and its seal to be affixed, and Consultant has set their hand and seal, all being in duplicate, with one original being delivered to each party on the day and year first above written.

This the ____ day of _____, _____.

COMMUNITY ARTS AGENCY, INC.:

President (Corporate Seal)

CONSULTANT:

Name

Address

Telephone

Cellphone

E-Mail

Fax

Soc.Sec. No. or EIN No.