

Consultant Agreement

This agreement dated _____, is made By and Between _____, whose address is _____, referred to as "Company", AND **FORSHOCK**, whose address is **15000 7th Street Suite 208-B, Victorville, CA 92395**, referred to as "Consultant."

1. **Consultation Services.** The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: _____

2. **Terms of Agreement.** This agreement will begin _____ and will end _____. Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery.

3. **Time Devoted by Consultant.** It is anticipated the consultant will spend approximately _____ in fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week. However, the consultant shall devote a minimum of _____ per month to its duties in accordance with this agreement.

4. **Place Where Services Will Be Rendered.** The consultant will perform most services in accordance with this contract at _____. In addition the consultant will perform services on the telephone and at such other places as designated by the company to perform these services in accordance with this agreement.

5. **Payment to Consultant.** The consultant will be paid at the rate of \$ _____ per _____ for work performed in accordance with this agreement. However, the consultant will be paid at least \$ _____ per month regardless of the amount of time spent in accordance with this agreement. The consultant will submit an itemized statement setting forth the time spent and services rendered, and the company will pay the consultant the amounts due as indicated by statements submitted by the consultant within ten (10) days of receipt.

6. **Independent Contractor.** Both the company and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

7. **Confidential Information.** The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations without the written consent of company or unless required by subpoena or court order.

8. **Employment of Others.** The company may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the company but in no event shall the consultant employ others without the prior authorization of the company.

9. **Miscellany.** This Agreement constitutes the entire understanding between company and consultant. Only an instrument on writing signed by both parties can modify the terms of this agreement. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. It is intended that each paragraph of this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect. This Agreement shall be binding on, and inure to the benefit of, the parties' heirs, successors, assigns, and personal representatives. Regardless of the place of signing, this contract was entered into in Victorville, California, and any dispute will be litigated, arbitrated, or mediated in Victorville, California. This Agreement shall be governed by the laws of the State of California.

10. **Signatures.** Both the company and the consultant agree to the above contract. Witnessed by:

COMPANY

Date: _____

CONSULTANT

Date: _____