

Subconsultant Application /Agreement

Thank you for your interest in working with [Firm Name]. Please fill out and sign this application and return to: [name/address]. In addition, please e-mail your background information or resume to [email address].

NAME _____

COMPANY _____

STREET ADDRESS _____

CITY, STATE, ZIP CODE _____

SOCIAL SECURITY NUMBER _____

Products and services provided: _____

Client References

1. Name _____

Firm _____

Phone _____

2. Name _____

Firm _____

Phone _____

My signature below indicates that I have read, understand, and agree to be bound by the Independent Consultant Agreement attached hereto, and that its acceptance will be predicated on the truthfulness of the written statements contained within this application and attachments I have provided. I understand that should [Firm Name] find that any written or verbal statement is not truthful, my application may be rejected or my association with [Firm Name] terminated. I authorize [Firm Name] to make any inquiry deemed necessary for independent consultant consideration including, but not limited to, former employment and education verification, reference checks, and criminal background check. In addition, I hereby release [Firm Name], my clients, my former employers, and all other persons, corporations, partnerships, and associations from any and all claims, demands, or liabilities arising out of or in any way related to such investigation or disclosure.

Agreed to and accepted at [County, State] this _____ day of _____, 20____

Signature _____

**Independent Consultant Agreement for
[Firm Name]**

Contracting Parties:

This agreement is entered into by and between "[consultant_address](#)" ("Consultant") and [owner name], sole proprietor of [Firm Name] ("FIRM NAME"), [address].

Statement of Services to Be Provided:

Consultant will provide public relations services in a consulting capacity to [FIRM NAME] and its clients specifically as authorized and directed by [Owner Name]. All work product prepared by Consultant under this agreement shall become the property of [FIRM NAME].

Relationship of the Parties (Non-Employment):

The parties intend that Consultant be an independent contractor and not an agent or employee of [FIRM NAME]. Consultant enters into this Agreement as and shall continue to be an independent contractor. Under no circumstances shall Consultant look to [FIRM NAME] as his/her employer, or as partner, agent or principal. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, disability worker's compensation or other insurance reasonably required by [FIRM NAME], as well as any and all licenses and permits usual or necessary for performing the services above.

Terms of Agreement:

This agreement is made on "[insert date](#)" and shall be effective immediately. The contract may be terminated by either party at will upon sending (fax or mail) five day advance written notice to the other party. Termination of the agreement shall not affect [FIRM NAME]' obligation to pay for services performed by Consultant prior to termination or [FIRM NAME]-approved expenses reasonably incurred by Consultant for which Consultant is entitled reimbursement. All information or materials provided to Consultant by [FIRM NAME] or obtained by Consultant while working for [FIRM NAME] shall remain the property of [FIRM NAME] and must be returned within 10 days to [FIRM NAME] when a project is completed or this agreement is terminated.

This agreement may be immediately terminated if complaints are received from clients or other referral partners of [FIRM NAME], professional standards are not adhered to by Consultant, or because of any other factor deemed damaging to the reputation or viability of [FIRM NAME].

Fees and Conditions:

For work performed by Consultant, [FIRM NAME] agrees to pay Consultant an hourly rate of: [\\$insert rate here](#). This rate will be effective as of the date this contract is signed by both parties.

[FIRM NAME] will reimburse Consultant for all reasonable out-of-pocket expenditures at direct cost to Consultant made in the performance of its duties under this agreement, provided that Consultant receives prior written approval from [FIRM NAME] for all costs incurred. Consultant must secure written [FIRM NAME] approval prior to the initiation of any new projects by Consultant, as well as prior to Consultant's engagement of any vendors or other service organizations.

Consultant agrees to maintain complete and accurate records of all time worked and all out-of-pocket expenditures incurred on behalf of [FIRM NAME] or [FIRM NAME]'s clients and shall supply any supporting detail required by [FIRM NAME].

Consultant agrees to obtain [FIRM NAME]'s and [FIRM NAME]'s client's prior written approval on all work product distributed to any third parties, including, but not limited to, print projects (including review of paper stock, review of copy and review of design) before given to printer and review of all print proofs by third party vendors) before print work is produced. Consultant shall be responsible for all costs of print project(s), including reprinting if necessary, for those instances where prior written approval was not obtained and the job is deemed unacceptable by [FIRM NAME], at [FIRM NAME]'s sole discretion.

The payment by [FIRM NAME] to Consultant for the services provided herein shall be Consultant's sole compensation for such services. Consultant shall not accept compensation from any other entity, in any other form, for such services.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation, including estimated taxes, and shall provide [FIRM NAME] with proof of payment on demand.

Indemnification

Consultant indemnifies [FIRM NAME] for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by [FIRM NAME] arising out of Consultant's breach of this contract. [FIRM NAME] will not be held responsible beyond the limits of any insurance policy that may be in force for any disputes or legal challenges that may arise between [Firm Name]'s clients and independent consultants; any accidents or injuries that may occur on the premises of [Firm Name]'s independent consultants, clients or prospects, on the way to or from client locations, or while performing work for clients. In this regard, should one or more parties be adjudged liable for the services performed by another party, the non-performing party shall be fully and completely indemnified by the party performing the services in question, including all legal fees and costs incurred by the non-performing party in the defense of that action.

Method of Payment:

Consultant may submit an invoice to [FIRM NAME] monthly for the services performed and the charges incurred during the preceding month. Consultant will include a brief description of the work performed together with a summary of the actual hours worked.

Direct non-salary expenses, such as subcontracts and other direct costs and expenses shall be itemized separately and billed directly to [FIRM NAME]. Consultant shall maintain time sheets, expense reports, invoices and other documentation necessary to substantiate each invoice to [FIRM NAME].

[FIRM NAME] shall pay all approved invoices within thirty-five (35) calendar days of receipt, or within the terms stated on the bill if an outside vendor is used.

Non-Disclosure of Confidential Information:

Consultant agrees not to disclose to third parties confidential information, proprietary information, and trade secrets of [FIRM NAME] or its clients and client's subcontractors or suppliers that are obtained by Consultant or provided to Consultant by consultant or consultant's agents, clients or client's subcontractors, suppliers, et. al., which has not been previously disclosed to Consultant by outside or third parties, or which is not in the public domain, without [Firm Name]'s prior written permission. Consultant shall use his or her best efforts to safeguard from unauthorized disclosure to third parties any such information given it.

Non-Circumvention/Non-Compete

In recognition that considerable time, expense and effort are invested in acquiring information and contacts, Consultant agrees that neither they nor their representatives will become a party to a financially beneficial transaction with any person or company introduced by [FIRM NAME] or a client of [FIRM NAME] without prior written permission from [FIRM NAME]. Any violation of this agreement shall be deemed an attempt to circumvent [FIRM NAME] and the party violating such agreement shall be liable for damages in favor of [FIRM NAME]. This restriction will remain in force for six months following the termination of this agreement.

Contractor's Representations:

Consultant represents that he or she has the qualifications and ability to perform the services required in a professional manner. Consultant shall be solely responsible for the professional performance of his or her Services.

Non-Assignability of Agreement

This Agreement and the rights and obligations of the Consultant created hereunder are personal to the Consultant and are not assignable or transferable by Consultant in any way.

Entire Agreement:

This writing constitutes the entire agreement between "Consultant" and [FIRM NAME], and no modification of this Agreement shall be valid unless executed in writing by the parties hereto. This agreement shall be governed by the laws of the State of [Fill in State].

This agreement is effective on the date signed and binding on those parties having signed. Facsimile signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed one or more copies of this Agreement as of the date set forth below.

[Firm Name]

Consultant

By: [Owner Name]

By: "Insert consultant name"

Date

Date
