

## INDEPENDENT CONTRACTOR / CONSULTANT AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ ("Principal") and Caton Consulting, LLC ("Contractor").

WHEREAS, Principal and Contractor intend to enter into a business relationship whereby Contractor will provide Human Resources Consulting and other related services; and

WHEREAS, Principal will compensate Contractor for those services; and

WHEREAS, this Agreement shall set forth the terms by which Contractor operates and shall reflect the agreement by which Principal shall compensate Contractor.

NOW THEREFORE, the parties hereto agree as follows:

1. Term. The term of this Agreement shall commence on the date above, and shall terminate as provided in Paragraph 5, below.
2. Duties and Compensation. Contractor will provide the following services at the request of Principal and shall be compensated on the following fee schedule (select applicable services):

\_\_\_\_\_ At a carte General Human Resources Consulting services at **\$125 per hour.**

\_\_\_\_\_ Minor Flat Fee Project (Flat Fee **range \$500 - \$750**, i.e., review and suggestions for revisions to employee handbooks, standard operating procedures, etc.). If selected, details of the scope of the engagement, negotiated fee, and payment arrangements are attached as Exhibit A, and incorporated herein.

\_\_\_\_\_ Major Flat Fee Project (Flat Fee **range \$750 and up**, and depends on the number of employees and details, i.e. Personnel File Review, I-9 Audits, Benefits Analysis & Recommendations, Writing handbooks and Standard Operating Procedures, establishing a Human Resources Department, Conducting anti-harassment/bullying and other workshops, and advisement on disciplinary actions, FMLA, Worker's Compensation, and ADA compliance.). If selected, details of the scope of the engagement, negotiated fee, and payment arrangements are attached as Exhibit A, and incorporated herein.

\_\_\_\_\_ Retainer Based Engagement. (Retainer range **\$500 and up per month + \$125 per hour** after a set number of hours.) Engaged to provide all of Principal's Human Resources Needs and/or act as the third party managing Principal's FMLA, Worker's Compensation, and ADA compliance. If selected, details of the

scope of the engagement, negotiated monthly retainer, and set number of hours included in retainer, and payment arrangements are attached as Exhibit A, and incorporated herein.

3. Confidentiality. Contractor acknowledges that during the engagement she will have access to and become acquainted with various trade secrets, processes, information, personnel and business records, owned or licensed and/or used by Principal in connection with the operation of business. Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of the engagement or at any time thereafter, except as required in the course of this engagement with Principal. All files, records, documents, information, letters, notes, and similar items relating to the business of Principal, whether prepared by Contractor or otherwise coming into her possession, shall remain the exclusive property of Principal. Contractor shall not retain any copies of the foregoing without Principal's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by Principal, Contractor shall immediately deliver to Principal all such files, records, documents, information, and other items in her possession or under her control. Contractor further agrees that she will not disclose her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of Principal and shall at all times preserve the confidential nature of her relationship to Principal and of the services hereunder.
4. Conflicts of Interest; Non-hire Provision. Contractor represents that she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between Contractor and any third party. Further, Contractor, in rendering her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which she does not have a proprietary interest. During the term of this Agreement, Contractor shall devote as much of her productive time, energy and abilities to the performance of the duties hereunder as is necessary to perform the required duties in a timely and productive manner. Contractor is expressly free to perform services for other parties while performing services for Principal. For a period of \_\_\_ months following the termination or expiration of the Agreement, Contractor shall not, directly or indirectly hire, solicit, or encourage to leave Principal's employment, any employee, consultant, or contractor of Principal, or hire any such employee, consultant, or contractor who has left Principal's employment or contractual engagement.
5. Legal Advice Disclaimer. Principal acknowledges that Contractor is not a licensed attorney and that all services provided pursuant to this Agreement will be based upon best practices as established by professionals in the Human Resources profession. The services provided by Contractor are not legal advice and do not and are not intended to replace legal advice. Principal is advised and encouraged to consult with an independent attorney prior to executing this Agreement and at any time Principal deems it desirable or necessary during the term of this Agreement.
6. Termination. Principal or Contractor may terminate this Agreement at any time by giving 30 working days' written notice to the other party. Contractor will receive payment for all work completed, or partially completed, prior to termination of the Agreement.

7. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with Principal for any purpose. Contractor is and will remain an independent contractor in its relationship to Principal. Principal shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against Principal hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
8. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns.
9. Choice of Law, Jurisdiction and Venue. The laws of the state of Arkansas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Disputes arising under this agreement, if incapable of resolution among the parties, shall be litigated in a court of competent jurisdiction in Pulaski County, Arkansas.
10. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
11. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. Assignment. Contractor shall not assign any of its rights under this Agreement, nor delegate the performance of any of its duties hereunder, without the prior written consent of Principal.
13. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing may be made to another party by one or more of the following methods:
  - a. Hand Delivery. If by hand delivery, notice shall be deemed constructively made at the time of such delivery.
  - b. Electronic Mail. If by e-mail, notice shall be deemed constructively made 1 day after notice is electronically sent, provided no failure of delivery notice is received by sender.
  - c. Postal Mail. If by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice to be given, with sufficient postage to ensure delivery, and provided the package is not returned to sender.

Any notices, demands, or other communication to the parties shall be addressed as follows:

If to Contractor:                      Caton Consulting, LLC  
Attn: Glenda Caton, Member  
36 Edgehill Cove  
Maumelle, AR 72113  
catonconsulting@outlook.com

If to Principal :                      [Name]  
\_\_\_\_\_  
(street)  
\_\_\_\_\_  
(city, state, zip)  
\_\_\_\_\_  
(e-mail address)

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

14. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
15. Entire Understanding. This document and the exhibits attached, if any, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
16. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Caton Consulting, LLC  
Contractor

By: \_\_\_\_\_  
Glenda Caton, Member

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
[name and title]

## EXHIBIT A

[PUT IN THE DETAIL HERE – AGREED UPON PRICE, SCOPE OF WORK, AND  
PAYMENT ARRANGEMENTS ]