



INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT

This Independent Contractor Consulting Services Agreement is entered into as of _____ (the "Effective Date"), by and between _____ ("Contractor") and Silicon Valley FACES ("SV FACES").

In consideration of the mutual promises herein contained, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and expire on _____ (the "Initial Term"); provided that the Initial Term of this Agreement may be extended by the express written consent of the Contractor and SV FACES' Executive Director. SV FACES shall have the right to terminate this Agreement in the event of nonperformance, default, breach, or unacceptable services by the Contractor, effective upon notice to the Contractor.
2. **Independent Contractor Status.** Contractor is and will perform this Agreement as an independent contractor. Contractor is not and shall not be, represent, act, purport to act, or be deemed to be an agent, employee, servant, or representative of SV FACES. No shall Contractor incur liabilities or obligations of any kind in the name, or on behalf, of SV FACES.
3. **Services.** During the term of this Agreement, Contractor shall perform the services described in Schedule A (hereinafter the "Work"), attached hereto and incorporated herein. SV FACES in its sole discretion shall determine the acceptability of the Work hereunder.
4. **Standard of Care.** Contractor represents that Contractor is knowledgeable and experienced in providing services on a consulting basis. Contractor covenants and represents to SV FACES that the Work shall be performed in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances in accordance with customarily accepted good and sound professional practices and procedures.
5. **Warranties.** Contractor warrants that he has the right to enter into this Agreement and that his/her performance hereunder will not cause Contractor to be in violation of any federal, state, or local law or regulation or of any contractual agreement previously entered into by Contractor. Contractor further warrants that his/her performance in accordance with this Agreement will not conflict with, violate, or interfere with any rights of any other person, firm, or corporation.
6. **Compensation and Expenses.** SV FACES shall pay Contractor at the rate of **\$250.00** for each retreat at which Contractor acts as a facilitator during the term of this Agreement. Subject to the prior written approval of SV FACES, the Company will reimburse Contractor for reasonable and necessary out-of-pocket costs incurred while performing Work, primarily travel expenses, but not including any office expenses.
 - a) Contractor agrees that Contractor shall be responsible for the payment of all taxes and withholdings including but not limited to Social Security taxes, Medicare, income taxes, employment taxes, unemployment insurance, and other charges on any amounts paid to Contractor under this Agreement and will hold SV FACES harmless and indemnify it from all claims arising from any failure to pay such taxes or charges.
 - b) Contractor further agrees to provide workers' compensation insurance for Contractor and agrees to indemnify and hold SV FACES harmless for any claim of loss or damage arising in connection with the Contractor's performance of the Work hereunder.

- 7. **Assignability.** Contractor shall not assign this Agreement or any of Contractor's rights, duties, or responsibilities hereunder without the express written consent of SV FACES.
- 8. **Miscellaneous.** No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by Contractor and such officer of SV FACES as may be specifically designated by the Board of Directors. No waiver by either party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement, including any Attachments hereto, constitutes the only agreement of the parties regarding Contractor's consulting for SV FACES and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California (without regard to principles of conflict of laws).
- 9. **Validity.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The invalid portion of this Agreement, if any, shall be modified by any court having jurisdiction to the extent necessary to render such portion enforceable.
- 10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

Dated: _____

Contractor Signature

Print Contractor Name

Dated: _____

Silicon Valley FACES

By: _____

Title: _____