



Consulting Agreement

Colfax, IN 46035
(765) 324-2161
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“Rejuvenating the Land One Farm at a Time”

This Agreement is made this ____ day of _____, 20 __, by and between _____, an individual producer (the “Principal”) and This Old Farm (the “Consultant”).

The Principal is engaged in agriculture or food business and is looking to expand operations in _____. The principal wishes to engage the consultant in

- € Label Claim – USDA Label Claim Submission (Minimum 5 hours) _____ Principal Initials
- € Strategic planning and grant proposal selection _____ Principal Initials
- € Research and Development for new product _____ Principal Initials
- € Business Plan _____ Principal Initials (Minimum 10 hours)
- € Feasibility Study _____ Principal Initials
- € Grant Writing _____ Principal Initials
- € Feeding Program _____ Principal Initials
- € Farm Plan (Minimum 10 hours) _____ Principal Initials
- € Other _____ Principal Initials

1. Consulting Services

The Principal hereby engages the Consultant and the Consultant hereby accepts the engagement with the Principal to provide the services selected above. Time records will be maintained and provided at billing. If hours restraint exists please record maximum billable hours here _____.

2. Compensation and reimbursement.

In consideration of the services to be provided by Consultant to the Principal hereunder, the Principal shall pay to Consultant \$150/hour. In addition, the Principal shall reimburse Consultant for reasonable travel and other direct expenses. The Consultant agrees to bill monthly with payment due within 15 days.

3. Independent contractor status.

The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Principal will not provide the Consultant with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant’s responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

4. Indemnification

Notwithstanding any other term of this Agreement, Company shall indemnify, defend and hold harmless Consultant, its corporate affiliates, current or future directors, trustees, officers, staff, employees, students and agents and their respective successors, heirs and assigns (the “Indemnitees”), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys’ fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

5. Confidential Information

The parties acknowledge that in connection with Consultant’s Services, the Principal may disclose to Consultant confidential and proprietary information and trade secrets of the Principal, and that Consultant may also create such information within the scope and in the course of performing the Services. The parties also acknowledge that the Consultant may share confidential information and trade secrets in an effort to assist the Principal in writing their Business Plan. Both the Principal and the Consultant recognize the need to maintain confidentiality of all proprietary and trade secret information.

6. Term

This Agreement shall remain in effect for a term of six months commencing on the date first written above, unless sooner terminated as hereinafter provided, or unless extended by agreement of the parties.

(b) This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other; provided that if Consultant terminates this Agreement, Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignments for the Principal which Consultant began prior to the date of notice of termination hereunder.

(c) Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement. In addition, Consultant shall be reimbursed for any noncancellable obligations, any cancellation penalties, and, unless Consultant terminates the agreement without cause, any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.

7. Other Agreements

(a) No alteration or modification of this Agreement shall be valid unless made in writing and executed by Consultant and the Principal.

(d) The Consultant and Principal mutually represent that to the best of their knowledge neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The parties agree that they shall not intentionally and knowingly enter into any such agreement.

8. Time shall be of essence, and this agreement shall be binding on the parties herein, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

[Consultant’s Signature] [Date]

Principal
By: _____

[Principal Representative Signature]

Title: _____ Date