

Miller Creek Consultants LLC
3070 Windward Plaza, Suite F 705
Alpharetta, Georgia 30005

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AGREEMENT WITH CONSULTANT

Client ABC Contracting LLC
Address 123 Any Street, Anywhere USA

1. Retention and Description of Services. During the term of this Agreement, [Miller Creek Consultants LLC](#), herein after called the Consultant, will furnish estimating consulting services and reports as specifically requested by the client, [ABC Contracting LLC](#), hereafter called the Client. The estimating services and reports will relate to work being done or planned by the Client in the following project named [Project A, Atlanta GA](#), and will be within the area of the Consultant's technical competence and will specifically include the following reports only: [\(1\) Square Foot Cost Estimate and \(1\) Labor & Material Cost Estimate](#).

2. Term of Agreement. The Consultant's estimating services shall be available to the Client from [01/01/xx to 01/15/xx](#).

3. Place of Work. It is understood that the Estimating Consultant's services will be rendered at the Consultant's facilities in Alpharetta, Georgia.

4. Consulting Hours. In the performance of the estimating services, the hours the Consultant is to work on any given day is entirely within the Consultant's control and the Client will rely upon the Consultant to put in such number of hours as may be reasonably necessary to fulfill the spirit and purpose of this agreement.

5. Compensation. The Client will pay the Consultant an estimating fee of [\\$ 85.00](#) per hour or up to a maximum total sum not to exceed [\\$0000.00](#) for work performed by the estimating Consultant under this agreement. The Consultant will invoice the Client for the entire amount due upon completion of the estimate report by the Consultant. The Client agrees to render payment of the full amount due at this time. The report will be delivered to the Client after full payment has been rendered to the Consultant. The Consultant provides intellectual property and reports based on estimating experience, therefore the Consultant does not refund any payments.

6. Consultant as an Independent Contractor. The Consultant will furnish his services as an independent contractor and not as an employee of the Client or of any company affiliated with the Client. The Consultant has no power or authority to act for, represent, or bind the Client or any company affiliated with the Client in any manner.

7. Consultant Not to Engage in Conflicting Activities. During the time of this Agreement the Consultant will not enter into any activity, employment, or business arrangement which conflicts with the Client's interests or the Consultant's obligations under this Agreement.

8. Trade Secrets and Inventions. The Consultant will treat as proprietary any information belonging to the Client, its affiliated companies, or any third parties, disclosed to the Consultant in the course of the Consultant's estimating services. The Consultant assigns and agrees to assign to the Client or its nominee all rights in inventions or other proprietary information conceived by the Consultant during the term of this Agreement with respect to any work which the Consultant performs under this Agreement.

9. Termination of Agreement by Notice. *Either party may terminate this Agreement upon 24 hours notice by registered or certified mail, return receipt requested, addressed to the other party. If this agreement is terminated by either party, the Client shall only be liable for payment of consulting fees earned as a result of work actually performed prior to the effective date of the termination. The Consultant will maintain a tally of actual hours of work performed by the estimating Consultant in the case of a lump sum Agreement and the Client agrees to compensate the Consultant for all actual hours performed by the Consultant at a rate of \$85.00 per hour.*

10. Governing Law. *This Agreement is subject to and shall be interpreted in accordance with the laws of the State of Georgia.*

IN WITNESS WHEREOF. The Parties have Agreed and Executed this Agreement on December 31, 0000.

Consultant _____

Client _____