



**DATES OF PERFORMANCE:**

**COMPENSATION:**

**PAYMENT:**

\_\_\_\_\_  
**CONSULTANT SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DESIGNATED OFFICER SIGNATURE:**

\_\_\_\_\_  
**DATE**

**DO NOT WRITE BELOW THIS LINE**

\_\_\_\_\_  
**AUTHORIZED BY:**

\_\_\_\_\_  
**TITLE:**

## CONSULTANT AGREEMENT

### TERMS AND CONDITIONS

Ida Blyther-Smith, hereafter referred to as consultant, enters into the aforementioned contractual relationship with Chambers and Associates, LLC, under the following terms and conditions.

1. No relationship other than contractor and independent consultant shall be deemed to exist between Chambers & Associates, LLC and consultant and Chambers & Associates, LLC shall not be obligated to provide Workman's Compensation Insurance, FICA, or any other fringe benefits associated with employee status. The Federal Insurance Contributions Act and the withholding provision of the Internal Revenue Code shall not be applicable to any payments by Chambers & Associates, LLC to consultant pursuant to this agreement.
2. In the performance of services hereunder, it is mutually agreed that consultant will comply with all applicable terms and regulations of the United States Government, which are by law, or regulation to be included in a contract of this nature and are hereby incorporated herein by reference. This includes, but is not limited to, compliance with the nondisclosure of confidential and proprietary information regulations.
3. Consultant is to act as an independent contractor and not as an agent of Chambers & Associates, LLC for any purpose whatsoever, and will have no authority to make any commitments on behalf of Chambers & Associates, LLC or to bind the company any way whatsoever.
4. Consultant shall have wide discretion in the methods used to perform the tasks assigned hereunder, and Chambers & Associates, LLC will cooperate to the greatest extent possible.
5. Consultant shall provide all materials and resources required for performance of the tasks assigned under this contract. Costs for such materials and resources, to the extent that they are determined to be allowable under the contract, shall be reimbursed by Chambers & Associates, LLC as expenses.
6. In consideration of the services to be performed hereunder, consultant will be at the rate specified on page three unless modified in writing by Chambers & Associates, LLC.
7. Payment will be made to consultant based on invoices submitted for service performed and expenses incurred on the contract specified on page three of this document. Invoices shall show separately the amount billed for labor, travel (consistent with Federal Travel regulations), fees, and other direct expenses as applicable to the contract. Completed standard Chambers & Associates, LLC forms for submitting claims for expenses and services rendered are required for timely payment of fees and reimbursement of costs for expenses.
8. The period of performance contemplated for the above-noted services will not exceed the length of the \_\_\_\_\_. This period of performance will commence and terminate on the dates specified by Chambers & Associates, LLC.

9. It is understood that you, as a consultant to Chambers & Associates, LLC, will not subcontract or otherwise employ anyone to do any of the work required under this agreement without prior written approval from Chambers & Associates, LLC.
10. Consultant agrees to indemnify, protect, and save Chambers & Associates, LLC harmless from all loss, damage, cost, and expense that Chambers & Associates, LLC may sustain or for which Chambers & Associates, LLC shall become liable, resulting from death or injury to persons or loss or destruction of or damage to property, which may be caused or contracted to or any act or omission, negligent or otherwise, by consultant, during the performance of the work and service incident thereto.
11. Either party may terminate this agreement at any time within the period of its duration by giving oral Notice of Termination followed by written notice thereof. Immediately, upon such oral notice, you shall terminate all work. A written Notice of Termination will be sent to consultant by Chambers & Associates, LLC following the oral notification. Upon receipt of Notice of Termination from Chambers & Associates, LLC, consultant shall deliver to Chambers & Associates, LLC the results of her performance to that time. In the event of such termination, Chambers & Associates, LLC shall make to consultant, and consultant shall accept as full compensation hereunder, payment commensurate with the amount of work completed up to the receipt of the Notice of Termination, less any and all previous payment made. Chambers & Associates, LLC shall thereupon be released from further obligation to make payments or any other considerations under this agreement.
12. This agreement supercedes any and all previous written or oral agreements with consultant concerning the duties set forth in assigned scope of services.
13. Consultant agrees that no tasks shall be performed or expenses incurred under this agreement without specific verbal and written authorization from the Chairman/President/CEO, who will certify all consultant performance and authorized all payment and reimbursement.
14. Consultant agrees that all work shall conform to professional standards of quality consistent with the terms and scope of assigned present contract. All services and deliverables are subject to final inspections and acceptance at destination by Chambers & Associates, LLC, notwithstanding prior payments, or inspection at source, it expressly agreed that payments should not constitute acceptance. Chambers & Associates, LLC, without limitation to its other rights under this order, may reject any services or deliverables, which are determined to be defective and disallow payment.
15. Additional instructions or changes may be added to this agreement by Chambers & Associates, LLC, after discussion with consultant, and shall be incorporated by references hereto with the same force and effect as if they were originally present in this agreement.

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Ida Blyther-Smith

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Date