**CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT (the "Agreement") dated this ### day of ###, 2017

BETWEEN**

#########################################
(the "Customer")

**- AND -**

Independent Organic Services, Inc., Garth Kahl, of 14942 Lobster Valley Rd., Alsea, Oregon
(the "Consultant").

**BACKGROUND:**

1. The Customer is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Consultant is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

1. The Customer hereby agrees to engage the Consultant to provide the Customer with services (the "Services") consisting of:
	* 1)      ;

	2)      ;

	3)      .;

	4)
2. The Services will also include any other tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Customer.

**Term of Agreement**

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
2. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide thirty (30) days notice to the other Party.
3. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

**Performance**

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Currency**

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

**Compensation**

1. For the services rendered by the Consultant as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Consultant of $75.00 per hour.
2. The Compensation will be payable on a monthly basis, while this Agreement is in force.
3. The above Compensation includes all applicable sales tax, and duties as required by law.

**Additional Compensation**

1. In addition to the Compensation, the Consultant will be entitled to the following additional compensation for performing the Services:
	* Travel time will be billed at $35.00 per hour.
	* An initial deposit of $350.00 will be due upon signing of this contract. This amount will be credited towards initial work performed by the Consultant.

**Provision of Extras**

1. The Customer will not provide any assistance or extras for use by the Consultant in providing the Services.

**Reimbursement of Expenses**

1. The Consultant will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Consultant in connection with providing the Services hereunder.
2. The Consultant will furnish statements and vouchers to the Customer for all such expenses.

**Payment Penalties**

1. No late payment penalty will be charged if the Customer does not comply with the rates, amounts, or payment dates provided in this Agreement.

**Performance Penalties**

1. No performance penalty will be charged if the Consultant does not perform the Services within the time frame provided by this Agreement.

**Confidentiality**

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
2. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Customer. This obligation will end on the termination of this Agreement.
3. All written and oral information and materials disclosed or provided by the Customer to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

**Non-Solicitation**

1. Any attempt on the part of the Consultant to induce to leave the Customer's employ, or any effort by the Consultant to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.
2. The Consultant agrees that, during the term of this Agreement, and for a period of one (1) year after the termination of the Agreement, the Consultant will not in any way directly or indirectly:
	1. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
	2. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
	3. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
	4. solicit, entice, or hire away any employee or other service provider of the Customer.

**Ownership of Materials and Intellectual Property**

1. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer. The use of the Intellectual Property by the Customer will not be restricted in any manner.
2. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Customer. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

**Capacity/Independent Contractor**

1. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**Notice**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
	1. #######
	2. Independent Organic Services, Inc., Garth Kahl,
	14942 Lobster Valley Rd.
	Alsea, Oregon, 97324
	Fax: 541-486-4400
	Email: gkahl@peak.org

or to such other address as any Party may from time to time notify the other.

**Indemnification**

1. Each Party to this Agreement will indemnify and hold harmless the other Party, as permitted by law, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is proximately caused either by the negligent or wilful acts or omissions of the indemnifying Party or its agents or representatives and that are incurred or paid after the date of this Agreement and which result from or arise out of the indemnifying Party's participation in this Agreement. This indemnification will survive the termination of this Agreement.

**Insurance**

1. The Consultant will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Consultant based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

**Dispute Resolution**

1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
2. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Oregon. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Oregon.

**Modification of Agreement**

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Time of the Essence**

1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

1. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

**Entire Agreement**

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Titles/Headings**

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

1. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oregon, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this XX day of XXX, 2017.

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|    | ###Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) |

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|    | Independent Organic Services, Inc., Garth Kahl, (Consultant)Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) |

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