INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement is between the Leichtag Foundation (“LF”), a California non-profit corporation and \_\_\_\_\_\_\_\_\_\_ ("Contractor") and is dated as of \_\_\_\_\_\_\_\_, 201\_\_.

LF desires to obtain the services of Contractor and Contractor has the expertise and experience to provide such services to LF. The parties therefore agree as follows.

1. Scope of Service. Contractor shall provide the services described on Exhibit A attached hereto and incorporated by reference ("Consulting Services") with the standard of professional care and skill customarily provided in the performance of such services, and shall use reasonable efforts to perform the Consulting Services to the satisfaction of the LF.
2. LF Liaison. The LF liaison overseeing the Consulting Services will be \_\_\_\_\_\_\_\_.
3. Term of Agreement. The Consulting Services shall commence not later than \_\_\_\_\_\_\_\_\_\_, 201\_\_\_ and be completed by \_\_\_\_\_\_\_\_\_\_, 201\_\_\_. Time is of the essence in this agreement. This term may be extended beyond such completion date if LF agrees, in writing, to an extension.
4. Fees. LF shall pay Contractor a fee of $\_\_\_\_\_\_\_\_ for the Consulting Services, (optional: payable in installments) as described on Exhibit A.
5. Contractor Taxes. Contractor shall be solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities. Contractor acknowledges that LF will not deduct such taxes from any payments to Contractor.
6. Materials Provided. LF shall furnish Contractor the materials described on Exhibit B appended hereto and incorporated by reference.
7. Termination. LF may terminate this agreement without cause at any time upon giving at least ten (10) days written notice of its intention to terminate as of the date specified. In the event of termination prior to completion of the Consulting Services, the amount of the total fee to be paid Contractor shall be determined by LF on the basis of the portion of the total work actually completed up to the time of such termination.
8. Relationship of the Parties. Contractor shall be an independent contractor of LF, and not a partner, agent, employee, or joint venturer of LF; and neither party shall hold himself/itself out contrary to these terms by advertising or otherwise. Neither party shall be bound by any representation, act, or omission whatsoever of the other.
9. Insurance. Contractor will carry liability insurance and workers compensation insurance coverage at all times while performing work under this contract. The minimum limits for liability insurance shall be $1,000,000 per occurrence and $2,000,000 policy aggregate, and will cover all operations of the independent contractor without limitations. LF requires that a certificate of insurance be issued for both policies as verification, and that LF and Coastal Roots Farm are named as additional insured. Contractor’s insurance shall be primary for any losses arising out of the contractor’s operations.
10. Indemnity. To the extent permitted by law the contractor hereby indemnifies and holds LF harmless and free from any liability for losses, claims, bodily injury or damage to property, arising from the contractor’s negligence while performing operations under this contract.
11. Confidential Information. Contractor agrees to keep confidential and not to disclose to third parties any confidential information provided by LF pursuant to this agreement without the prior written consent of LF to make such disclosure. This obligation of confidentiality does not extend to any information that is or shall become, through no fault of Contractor, available to the general public. This obligation of confidentiality shall survive the expiration and termination of this agreement.
12. Dispute Resolution. In the event a dispute arises between the parties with regard to the rights or duties created by this agreement, or in the event of a breach of this agreement by either party, the parties agree to meet and confer in a good faith effort to resolve the dispute. In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.
13. Entire agreement/Modification. This agreement constitutes the entire understanding between the parties with regard to the subject matter hereof and may not be amended except by an agreement signed by Contractor and an authorized representative of LF.
14. Governing Law. This agreement shall be governed by and construed under the laws of the State of California.
15. Severability. If any term of this agreement or its application to any person or circumstances shall, at any time or to any extent, be determined invalid or unenforceable, the remaining provisions shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.
16. Assignment. Contractor shall not assign the rights or obligations under this agreement without the prior written consent of LF.

LF: CONTRACTOR:

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(President/CEO or VP/Executive Director)

Exhibit A

CONSULTANT SERVICES

**Scope of Work**

Attached

Exhibit B

MATERIALS PROVIDED