

PROFESSIONAL SERVICES/CONSULTANT AGREEMENT

1. TERM

_____ (“Location”) and
_____ (“Professional”) agree to
enter into this Professional Services /Consultant Agreement (“Agreement”), which shall be in effect
from _____ to _____.

2. SERVICES

Professional shall provide to the Location Professional’s services as a
_____.

Professional shall have full discretion to determine when and where and how Professional will
perform Professional’s duties, with the understanding that certain aspects of Professional’s duties
are to be conducted during the Location’s regular hours of business.

3. COMPENSATION

Professional shall be compensated _____, upon
presentation of an invoice to _____. No payments shall be due in
the event Professional or the Location mutually agree to terminate this Agreement prior to the
expiration of its term, or Professional breaches any provision of this Agreement.

The Location shall reimburse Professional for any reasonable expenses Professional incurs in the
course of providing Professional’s services. Professional shall submit with Professional’s monthly
statements for services rendered a detailed reimbursement of expenses report that identifies the
nature of the expense, the purpose of the expense, the amount of the expense, and any invoice,
receipt or bill in support of the expense.

4. NON-DELEGATION OF DUTIES

Professional shall not delegate, assign, or employ anyone else to do any of the work Professional
has agreed to do pursuant to this Agreement unless the Location gives its written approval.

5. CONFIDENTIALITY

Professional agrees that Professional will maintain in confidence, and will not use for Professional’s
own benefit other than for the performance of the obligations under this Agreement, any confidential
information disclosed to Professional. Professional further agrees that any and all documents or
other materials Professional receives from the Location in connection with services performed shall
be and are the sole property of the Location. Professional agrees that upon termination of this
Agreement, Professional will return all such documents and materials to the Location.

6. ASSIGNMENT AND OWNERSHIP OF INTELLECTUAL PROPERTY

Professional assigns to the Location all intellectual property rights which may arise from
Professional's performance of services under this Agreement. In addition, Professional grants the
Location a perpetual, irrevocable, royalty-free license to the intellectual property Professional has
been contracted to create, compose, write, sketch, draw or design for the Location. In exchange for



the compensation paid under this Agreement, all works created, composed, written, sketched, drawn, or designed by Professional under this Agreement shall be owned by the Location.

7. INSURANCE

Professional shall not be eligible for any insurance, including worker's compensation or other employee benefits, available to regular employees. Professional assumes full responsibility and liability for the payment of any taxes due on moneys received under this Agreement. The Location will not make any deductions for taxes and will issue a Form 1099 to Professional.

Professional represents and warrants that Professional understands and agrees that Professional has personal responsibility for any and all applicable liability, auto, and health insurance coverage. Professional agrees to hold the Location harmless from any claim for injuries to third parties involved in or arising out of the services Professional performs.

8. REPORTING OBLIGATIONS

Professional agrees that Professional will keep the Location advised as to the status of the services performed and that Professional will, as requested by the Location, prepare written reports of Professional's progress.

9. CONFLICTING OBLIGATIONS

Professional certifies that Professional has no outstanding Agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Professional from complying with its provisions, and further certifies that Professional will not enter into any such conflicting Agreement during the term of this Agreement. Professional understands and acknowledges that the Location is a Roman Catholic entity and agrees to respect the morals and teachings of the Roman Catholic Church.

10. SUPPORT SERVICES

Professional shall be entitled to reasonable support services from the Location in the performance of Professional's duties under this Agreement. These support services shall include, but not necessarily be limited to, occasional use of workspace in the Location's offices, telephone, computer, copying and other clerical assistance. In the event Professional's duties require additional or extraordinary assistance from the Location, Professional shall make a request for such assistance to whoever may agree to provide the requested assistance at an agreed-upon rate of reimbursement by Professional to the Location.

11. COMPLIANCE WITH LAWS

Professional shall have sole responsibility for ensuring Professional's compliance with all laws, regulations, orders and ordinances governing Professional's conduct and the conduct of Professional's employees, agents, and representatives, including but not limited to (i) all city, county, state and federal laws, ordinances and regulations relative to the performance of this Agreement, including all licensing and permitting; (ii) all laws governing Professional with respect to contact with minors, background checks, fingerprinting, which permit or otherwise allow any conduct or activity on the premises of the Location or in the presence of minors. Professional shall verify in writing that required background investigations with fingerprint clearance of all employees who have contact with minors have been conducted. Professional and any of Professional's



employees shall also attend VIRTUS™ training provided by the Roman Catholic Archdiocese of Los Angeles. Professional agrees to adhere to all legal requirements regarding employment and compensation of Professional's employees, including maintaining workers compensation insurance. Professional shall indemnify and hold harmless the Location against any claims, loss, cost, expense (including attorney's fees and expenses), damage or action arising from any failure to comply with Professional's obligations identified in this section.

12. EXTENSION AND TERMINATION

The Location may request an extension on this Agreement if Professional agrees. Upon termination, all responsibilities of the Location and Professional shall cease except:

- Professional shall be obligated to maintain the confidentiality of information learned or related to the service rendered to the Location;
- The Location is obligated to pay for any services that were performed and any outstanding expenses incurred by Professional during the term of this Agreement.
- Professional shall return to the Location all keys, all materials provided to Professional by the Location, and disclose all passwords or codes Professional used to render Services.
- If an unforeseeable event occurs that is outside the control of one or both of the Parties, this Agreement may be terminated and all obligations shall cease, except payment for services rendered to the date of termination.

The Location and Professional have executed this Agreement and signed below:

Professional Signature

Date

Name

Social Security Number/
Employer Identification Number

For Location

Signature

Date

Name

Title

