

Consulting Services Agreement

This Consulting Services Agreement (“Agreement”) is entered into between Advanced Weldtec, Inc. (“Consultant”) and [(“Client”) for the provision of consulting services.

1. Compensation Terms & Conditions

A. Hourly Rates

Client agrees to compensate Consultant at the following hourly rates:

- Regular Time: \$170/hour
- Overtime (1.5x): \$255/hour
- Double Time (2x): \$340/hour

B. Travel Charges (from ZIP Code 92530)

- 0–20 miles: \$170 round trip
 - 21–30 miles: \$255 round trip
 - 31–80 miles: \$340 round trip
 - 81–120 miles: \$680 round trip
 - Over 121 miles: Quoted upon request
- Per Diem for travel over 121 miles: \$350/day

C. Additional Charges

- Cancellation or Rescheduling Fee: \$500 (non-refundable)
- Expedited Fee: \$500 (non-refundable).
- Overtime: Applies after 8 hours, unless otherwise specified in a fixed-price quote
- Extended Travel Delays: Client is responsible for hotel and per diem if travel delays (e.g., weather, cancellations) occur

D. Payment & Scheduling Terms

Work is scheduled upon receipt of payment.

Minimum Charges for Onsite Work (Includes 8 hours + travel):

- 0–20 miles: \$1,530
- 21–30 miles: \$1,615
- 31–80 miles: \$1,700
- 81–120 miles: \$2,040
- Over 121 miles: Quoted upon request

Note: All travel quotes are subject to update at the time of scheduling.

E. Work at Consultant's Facility

Client agrees to either:

- A four (4) hour minimum retainer, or
- Full payment of any quoted fixed price prior to scheduling

2. Independent Contractor Status

Consultant is an independent contractor and not an employee of Client. Consultant is not entitled to any employment benefits (e.g., health insurance, unemployment, pension) and is solely responsible for all tax obligations. Neither party shall have authority to bind the other.

3. Indemnification

Client agrees to indemnify, defend, and hold harmless Consultant and its agents from any claims, damages, liabilities, or legal expenses arising from this Agreement, including but not limited to tort, warranty, and strict liability actions.

4. Confidential Information

A. Definition

Only information disclosed in writing and clearly marked as “confidential” (or verbally disclosed and confirmed in writing within 30 days) will be considered confidential under this Agreement.

B. Obligations

Consultant agrees not to disclose or use Client's Confidential Information for any purpose other than to fulfill obligations under this Agreement, for a period of three (3) years following the conclusion of services.

C. Limitations

Client shall not disclose any confidential information unless Consultant has agreed in writing to receive it. Consultant is not liable for unauthorized disclosure unless due to a breach of the agreed confidentiality obligations.

D. Return of Materials

Upon termination, Consultant shall return Client materials, retaining only internal copies subject to continued confidentiality obligations.

5. Term & Termination

A. Term

This Agreement remains in effect until all agreed services are completed and delivered.

B. Termination

Either party may terminate this Agreement with fifteen (15) days' written notice. Consultant will reasonably complete any in-progress services.

C. Final Compensation

Upon termination, Consultant is entitled to:

- Payment for all completed but unpaid work
- Reimbursement for non-cancellable commitments and cancellation penalties
- Reasonable pre-termination expenses, unless Consultant terminates without cause

D. Modifications

All amendments to this Agreement must be made in writing and signed by both parties.

E. Governing Law

This Agreement shall be governed by and construed under the laws of the State of California.