

This Consulting Agreement, herein referred to as the “Agreement”, executed this [N]th day of [MONTH], [YEAR], is made by and between:

[SPECIFY YOUR RESTAURANT NAME], a corporation duly organized and existing under the laws of

[STATE/PROVINCE], with business address at [COMPLETE BUSINESS ADDRESS] (the

“Restaurant”);

AND

[NAME OF CONSULTANT], an individual doing professional consultation services with business address at [COMPLETE BUSINESS ADDRESS] (the “Consultant”).

**RECITALS**

Whereas, the Restaurant desires to avail of the Consultant’s business consultation services over the conduct of business of the Restaurant;

Whereas, the Consultant understands and agrees to perform such services for the Restaurant;

Now, therefore, for all good and valuable consideration, the Restaurant and the Consultant hereby agree as follows:

**1. Consultation Services**

The Restaurant shall engage the Consultant, and the Consultant agrees to provide the following consultation services to the Restaurant in adherence to the terms and conditions of this Agreement:

a. [SPECIFY CONSULTATION SERVICE]

b. [ADD MORE AS NEEDED]

**2. Compensation and Method of Payment**

2.1. In consideration of the Consultant’s services rendered to the Restaurant, the Restaurant shall pay the Consultant $[AMOUNT]. A 50% initial deposit (worth half of the full amount agreed as payable for the consultation services) shall be made upon the execution of this Agreement. The remaining balance shall be paid in monthly instalments commencing upon the first month of the Consultant’s service to the Restaurant.

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2.2. The Restaurant shall reimburse ALL expenses incurred by the Consultant in his performance of consultation services for the Restaurant. The Consultant shall be required to furnish regular

expenditure reports to the Restaurant in order for the Restaurant to pay for such amounts on a timely basis.

**3. Disclosure, Ownership, and Assignment of Ideas**

3.1. Ideas shall refer to any of the following made or concurred by the Consultant in the course of his services to the Restaurant: discoveries, inventions, formulas, technology, formulas, improvements, processes, techniques, experiment results, among other material and abstract that may arise out of the Consultant’s provision of consultation services to the Restaurant.

3.2. The Consultant shall immediately and fully disclose and assign all ideas made and concurred by the Consultant to the Restaurant.

3.3. The Consultant agrees to assist the Restaurant in the enforcement of licensed patents on Ideas made or concurred during the Consultant’s tenure of service to the Restaurant.

**4. Conflicting Obligations**

4.1. The Consultant represents and warrants to the Restaurant that he has no obligations to any third party that may affect his relationship and conduct of services with the Restaurant.

4.2. The Consultant represents and warrants to the Restaurant that he has no outstanding and existing obligations that may in any way conflict with provisions of this Agreement, or would hinder the Consultant from performing consultation services for the Restaurant.

**5. Term and Termination**

5.1. This Agreement shall be effective from the Effective Date and continue until the Consultant’s services are considered to have been completed and delivered to the Restaurant’s satisfaction.

5.2. Either party shall be considered in default upon the breach of any provision of this Agreement. Such default may be made grounds for termination.

5.3. The Restaurant reserves the right to terminate this Agreement anytime. However, the Restaurant must pay all outstanding charges to the Consultant prior to the termination date.

**6. Relationship of Parties**

6.1. The Consultant shall perform his services to the Restaurant as an independent contractor. This Agreement, in full or in part, shall in no way be construed as an agreement between an employer and an employee.

6.2. The Consultant acknowledges and agrees to pay all self-employed taxes due.

6.3. The Consultant acknowledges and agrees that he shall not be eligible for employee benefits of any form from the Restaurant.

6.4. The Consultant agrees to indemnify and hold harmless the Restaurant from any claims of damages resulting from his conduct of consultation services to the Restaurant.

**7. Miscellaneous**

7.1. No amendments and modifications shall be made to this Agreement without prior written consent by both parties.

7.2. Any provision hereto that proves to be invalid or unenforceable shall in no way affect the validity and enforceability of the other remaining provisions.

7.3. The rights and obligations of the Restaurant shall inure to the benefit and shall be binding upon its successors and assigns.

7.4. In the event of controversy or dispute arising from the breach of this Agreement, in part or in full, by either party, the aggrieved party shall be afforded all reasonable legal fees. Arbitration of standing issues shall be held at a court of competent jurisdiction where the Restaurant and the Company are both legally registered business entities.

7.5. This Agreement shall be governed by the laws of [STATE/PROVINCE].

7.6. This Agreement and all its attachments constitute the whole Agreement and supersede all prior communications, covenants, understandings, and agreements made by and between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the above written date.

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| --- | --- |
| [SIGNATURE OF CONSULTANT]  [NAME OF CONSULTANT] | [SIGNATURE OF RESTAURANT REP.]  [NAME OF RESTAURANT REP.] |