

INDEPENDENT CONSULTANT AGREEMENT

This agreement made and entered into the _____ day of _____, 2005 by and between NETWORK RELOCATION SERVICES, INC. (hereafter referred to as "Company") and

_____ (Hereafter referred to as "Consultant")

WHEREAS, Company is engaged in the Information Technology business, operating throughout the East Coast of the United States, providing network relocation services and related IT Services.

WHEREAS on the furtherance of the business he Company deems it desirable from time to time to allow individuals qualified to perform IT services on behalf of the Company as independent Consultants and

WHEREAS independent Consultant is desirous of being allowed to perform services from time to time on Company's behalf, under the terms and conditions hereinafter more fully set forth.

NOW, THEREFORE, in consideration for the mutual promises herein contained and other good and valid consideration, the parties do hereby agree as follows:

1. The relationship hereby created between the Consultant and the Company is that Consultant is an independent Contractor.
2. Consultant does not have to devote his/her full time and attention to the performance of service hereinafter provided for, but may engage in such other activities and occupations as he or she deems appropriate.
3. Consultant shall only service customers and/or accounts of the company as may be mutually agreed upon by both parties from time to time. The time and place of such services shall be determined by the customer.
4. Consultant shall be paid a fee based on the schedule attached for the performance Of services for Company's customers and/or accounts. Fees will not be paid for services to clients and/or accounts for services performed by employees or other consultants of Company. Consultant fees shall be paid within 30 days after services are performed.
5. Consultant must provide proof of insurance and proof of payment, for both workers compensation and errors and omissions coverage's for services performed. If proof is not provided Company, at its sole discretion, may charge a fee to Consultant to provide insurance coverage on his/her behalf. Those fees are included on the schedule and subject to change. Proof of insurance and payment shall be effective to avoid such change only when acknowledged by the Company's written receipt.
6. Consultant hereby acknowledges and agrees that his/her status is that of an independent contractor and not that of an employee. Consultant understands the difference between the categories of independent contractor (consultant) and employee and the consequences thereof including but not limited to the following:

a. Consultant is and shall be ineligible for benefits provided by the Company to its Employees including but not limited to pension, life and health Insurance, disability and worker's compensation insurance, paid vacation and sick days, and holidays. Consultant warrants that it will make no claims for such benefits based upon claim of employee status.

b. Consultant is not subject to wage withholding or payroll withholding or payroll tax withholding, meaning that Consultant must make his/her own provision for income taxes, pay estimated income tax, and pay both the employer and employee share of payroll taxes as a self-employed person. Consultant warrants that he/she will pay all such taxes applicable to him/her and will defend, hold harmless and indemnify the Company from all such taxes related to Consultant's services.

7. Consultant agrees to perform all services contracted for in the Company's best interests and in a good and workmanship manner.

8. Consultant agrees to maintain strict confidentiality with regards to all services and Agreements in relation to Company's business and the business of its customers.

9. All fees and schedules attached hereto can be changed with thirty (30) days written notice and through mutual agreement with Consultant.

10. Unless canceled as provided herein, the Agreement shall continue indefinitely. Either party hereto may cancel this Independent Consultant Agreement by giving thirty (30) days written notice of cancellation to the other party. All fees due and payable will be paid within thirty (30) days of cancellation of this agreement.

11. This Agreement constitutes and expresses the whole agreement of said parties herein as to this independent Consultant Agreement. This is a New Jersey contract governed by New Jersey law and any action hereunder shall be exclusively in the Superior Court, Burlington County.

12. This Agreement is not transferable by either party.

IN WITNESS WHEREOF, the parties have affixed their hands and seats to this agreement the date and year first above written.

Witness

Christopher Donner

President, NRS, Inc. (Company)

Witness

Independent Consultant

Date

CONTRACTOR CONTACT INFORMATION

Name: _____

Telephone number _____

Mobile Number _____

Email Address _____@_____

Reset Form

Print & return filled out forms to :

Network Relocation Services, Inc.
The Watchcase Office Complex
One Pavilion Avenue.
Riverside, N.J. 08075-0354

866-428-7356 toll free
856-263-6239 fax