

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of this _____ between Homecomings, Inc., its directors, officers, agents and other representatives and _____ its heirs, successors or assigns, agents, or other representatives ("collectively, Contractor").

RECITALS

Whereas, Contractor possesses particular skill and expertise in the area of _____ and performs such services on a consulting basis;

Whereas, Homecomings, Inc. is in need of such services;

Now, therefore, Homecomings, Inc. wishes to engage the services of Contractor subject to the terms and conditions set forth herein:

1. Scope of Consulting Duties. In exchange for the compensation set forth below, Contractor shall provide consulting services outlined in Exhibit A.

2. Reporting. Contractor shall receive direction with regard to consulting services desired from _____ and shall direct all reports, questions or communications to _____ as needed.

3. Timing of Services. Except for meeting any project deadlines and complying with any budget limitations established by Homecomings, Inc. with the agreement of Contractor, Contractor shall set his/her own hours and days of work, and shall be solely responsible for determining the dates, amount and frequency of time spent performing services to Homecomings, Inc.

4. Compensation. Contractor shall be paid a rate of \$x per hour in hourly fees OR per the Time and Materials Fee Schedule attached as Exhibit B to this contract during which consulting services are rendered pursuant to the terms of this Agreement, with total payment for all services rendered hereunder not to exceed _____ without the prior written approval of Homecomings, Inc. Contractor shall invoice Homecomings, Inc. for all such services performed by no later than the last business day of each month, and shall provide supporting documentation for all such invoicing. Homecomings, Inc. shall pay each invoice by no later than thirty (30) days following receipt of said invoice by check made payable to Contractor. Contractor shall provide appropriate tax identification information to Homecomings, Inc.

5. Expenses and Equipment. Contractor shall be solely responsible for all personal out-of-pocket expenses (including but not limited to travel charges, mileage, meals, supplies, electronic equipment, business accounts or other personal expenses) incurred in connection with the performance of the duties described hereunder.

6. Staff. Contractor shall have the right to retain staff as necessary to support Contractor's performance of the services contemplated hereunder, without the prior approval of Homecomings, Inc.. Contractor shall inform Homecomings, Inc. of the identity of any such personnel within three (3) business days of retaining such personnel.

7. Compliance With Laws. The Contractor, in its performance of its obligations under this Agreement, shall comply with all laws, ordinances, codes, rules, regulations, licensing, permitting or certification requirements that are applicable to the conduct of the Contractor's business and its performance of the services under this Agreement. If the Contractor performs services contrary to applicable laws, ordinances, codes, rules and regulations, the Contractor shall assume responsibility for such services and shall bear the costs attributable to correction.

8. Term of Agreement. This Agreement will be deemed awarded only after the Agreement has been formally approved and signed by both parties. Contractor will have no authority to start work, no payment will be authorized by Homecomings, Inc., and Homecomings, Inc. will not be liable for any materials purchased or services rendered by the Contractor prior to the award of the contract. This agreement shall commence on _____, and shall continue until terminated by either party. Upon termination, Contractor shall be entitled to payment in full for all services performed prior to notice of termination.

9. Termination of Agreement. Either party may terminate this Agreement upon ten (10) days' written notice to the other party. Homecomings, Inc. may immediately terminate this Agreement for cause if Contractor fails or refuses to comply with the policies or reasonable directives of Homecomings, Inc., is guilty of misconduct in connection with performance of his/her services to Homecomings, Inc., or materially breaches provisions of this Agreement.

10. Assignment. Contractor shall have no right to assign his/her rights and obligations hereunder to any third party. Homecomings, Inc. may assign its rights and obligations under this Agreement to a third party only upon the written approval of Contractor.

11. Scope of Authority. Contractor has no authority to take action outside the scope of the duties described above on behalf of Homecomings, Inc. without the prior approval of Homecomings, Inc., and may not hold him/herself out as having such authority. Neither party has the right to bind the other party to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

12. Confidentiality. Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, member records or information, processes, information, records, data and ideas by Homecomings, Inc. and/or used by Homecomings, Inc. in connection with the operation of its business. Contractor agrees that he/she will not disclose any of this property or information, directly or indirectly, or use any of it in any manner for the benefit of him/herself or for any third party, either during the term of this Agreement or at any time thereafter, except as required in the course of his/her provision of services to Homecomings, Inc.. All customer records or information, business records or information, files, records, documents, letters, notes, media lists, original artwork and similar items relating to the business of Homecomings, Inc., whether prepared by Contractor or otherwise coming into his/her possession, shall remain the exclusive property of Homecomings, Inc.. Upon the termination of this Agreement, or whenever requested by Homecomings, Inc., Contractor shall immediately deliver to Homecomings, Inc. all such property, information, and other items in his/her possession or under her control. Contractor further agrees that he/she will at all times preserve the confidential nature of his/her relationship to Homecomings, Inc. and of the services hereunder.

13. Conflicts of Interest. Contractor represents that he/she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Contractor and any third party. During the term of this agreement, Contractor shall perform the required duties in a timely and productive manner. Contractor is expressly free to perform services for other parties while performing services for Homecomings, Inc., as long as such provision of services does not impair Contractor's ability to perform his/her duties to Homecomings, Inc. or pose a conflict of interest or breach of confidentiality for Homecomings, Inc., in Homecomings, Inc. sole discretion.

14. Independent Contractor. This Agreement shall not render Contractor an employee, partner, agent of, or joint venture with Homecomings, Inc. for any purpose. Contractor is and will remain at all times an Independent Contractor in his/her relationship to Homecomings, Inc. Contractor shall not be eligible for and shall have no claim against Homecomings, Inc. hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, tax liability or employee benefits of any kind.

15. Taxes. Homecomings, Inc. shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. As an independent contractor, Contractor shall be solely responsible for the payment of any and all taxes charged by any federal, state or local taxing authority as a result of Contractor's work performed or compensation paid pursuant to this Agreement. Contractor shall indemnify and hold harmless Homecomings, Inc. from any and all such tax liabilities.

16. Licenses and Insurance. As an independent contractor, Contractor shall be solely responsible for determining and obtaining all personal or business licenses and insurance necessary for him/her to lawfully and safely perform the duties contemplated hereunder, including without limitation general liability insurance, errors and omissions insurance, professional liability insurance, medical insurance, disability insurance, workers' compensation insurance, business tax license and driver's license as needed.

17. Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

18. Arbitration. Any controversies arising out of this Agreement or its interpretation shall be resolved by arbitration in accordance with the provisions of the California Arbitration Act, section 1280 et seq. of the California Code of Civil Procedure. If the parties are unable to agree on a neutral arbitrator, then each party shall select one person, who shall then choose a third impartial arbitrator whose decision shall be final and conclusive on both parties. The parties shall share the fees and costs of arbitration on a 50/50 basis, except that each party shall bear its respective attorneys' fees and costs arising in any dispute under this Agreement. Venue for such arbitration shall be in Ventura County, California unless otherwise mutually agreed between the parties.

19. Waiver. Waiver by one party hereto or breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: _____

If to Homecomings, Inc.: xxxxxx
995 Riverside Street
Ventura, CA 93001
Telephone: (805) 648-5008 ext. xxxxx

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

21. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless it is in writing signed by the parties hereto.

22. Attorneys' Fees and Costs. In the event any dispute or claim arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable fees and costs from the other party.

23. Standard of Care. The Contractor and its employees, subcontractors, and other persons or entities performing portions of the services for or on behalf of the Contractor, shall perform all services in a manner consistent with the standard of professional skill and care under California law, applicable to those who specialize in providing such services, under circumstance similar to that of the services which are the subject of this Agreement.

24. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and at Owner's request defend, the Owner and its officers, directors, employees, and agents, from and against claims, liabilities, damages, losses, costs, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services, failure to perform the services or condition of the services, to the extent caused in whole or in part by the negligent acts or omissions of the Contractor, a subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.

25. Ownership of Work Product. All documents, reports, surveys, materials, architectural and engineering drawings, and specifications ("Work Product") developed or assembled by the Contractor in connection with this Agreement shall be the exclusive property of the Owner. The Owner shall own all of the right, title and interest, in and to the Work Product including without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights. The Owner shall have the unrestricted right to use and disclose the Work Product in any manner and for any purpose related to the Project without payment of further compensation to the Contractor. The Owner shall have the rights granted in this Section regardless of whether this Agreement is terminated early or Contractor fully performs its services under this Agreement. The Owner shall have access to the Work Product in whatever form at all times during the term of this Agreement. Any Work Product in the possession of the Contractor upon completion or termination of this Agreement shall be delivered to the Owner promptly upon payment to the Contractor for services rendered in accordance with this Agreement prior to termination or completion. Copies of the Work Product including reproducible copies may be retained by the Contractor but the Contractor warrants that the Work Product shall not be made available by the Contractor to any person or entity for use without the prior approval of the Owner other than in connection with the Project.

26. Nondiscrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability in the performance of this Agreement. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

27. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

28. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

29. Knowing and Voluntary Execution. Homecomings, Inc. and Contractor agree that each party has the authority to enter into this agreement, and that each party does so knowingly and voluntarily and with full understanding of its terms.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date(s) reflected below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____

Homecomings, Inc.

By: xxxxxxxxxxxxxxxx
Its: xxxxxxxxxx

Date: _____

By:
Its:

EXHIBIT A

Scope of Work

EXHIBIT B

TIME AND MATERIALS FEE SCHEDULE