

AGREEMENT WITH EDWARD N. CISAR

This Agreement (the "Agreement") is made and effective the date of ____ / ____ / ____

BETWEEN _____ (the "Client"), a person or organization existing under the laws of **Vermont**

AND: EDWARD CISAR'S ACCOUNTING (the "Accountant"), an organization existing under the laws of the VT, with its head office located at: **75 North Main Street, Saint. Albans, Vermont 05478**

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. PARTIES TO THIS AGREEMENT

The Client, in order to properly conduct its business, employs the Accountant.

2. SERVICES TO BE PROVIDED

During the length of this contract, the Accountant shall serve the Client and perform any and all services in accounting and tax matters as the Client requires in connection with the Client's business including the preparation of accounting statements, tax reports and returns. The Accountant will also provide supervisory and advisory services to the Client when requested at a consulting fee of \$_____ **USD.**

3. PAYMENTS TO ACCOUNTANT

The Client agrees to pay the Accountant for services at the following rates:

4. WHEN PAYMENTS ARE DUE

The Accountant shall bill the Client on a regular basis for services rendered which bills will be due and payable upon receipt.

5. TERM OF AGREEMENT

This agreement shall become effective ____ / ____ / ____ and shall continue in effect until ____ / ____ / ____ or until terminated in accordance with this agreement.

6. TERMINATION OF THIS AGREEMENT

This agreement may be terminated by either party on _____ days notice to the other party. All such notices shall be by certified mail or delivered personally.

7. ENTIRE AGREEMENT

This contract expresses the entire agreement between the Client and the Accountant regarding this matter. This agreement can only be modified with another written agreement signed by both the Client and the Accountant. This agreement shall be binding upon both the Client and the Accountant and their respective heirs, legal representatives and successors in interest.

8. LEGAL FEES

If either party brings a law suit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

9. GOVERNING LAW

This agreement shall be interpreted according to the laws of the State of **VERMONT**.

10. INDEMNIFICATION

Client shall defend, indemnify, and hold harmless the Accountant from any and all actual and alleged claims, demands, causes of actions, liability, loss, damage, and/or injury to property or persons, including without limitation wrongful death, whether brought by an individual or other entity, or imposed by a court of law, or by incident to any acts, omissions, negligence, or misconducts of Accountant, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the Accountant's actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and any reimbursements, for all legal expenses and costs incurred by it.

11. INDEPENDENT CONTRACTORS

Both the Accountant and the Client agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. The Accountant is responsible for the payment of any taxes, including without limitation, all Federal, State and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Accountant.

12. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT

ACCOUNTANT

Authorized Signature

Authorized Signature

Print Name and Title

Date

Print Name and Title

Date