

# PARTNERSHIP AGREEMENT

This partnership agreement, executed on the day of \_\_\_\_ Month of \_\_\_\_ Year of 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to in this agreement as CLIENT and Administrative Services Management, LLC., hereinafter referred to in this agreement as CONSULTANT.

## Scope of Services

**Consulting Services.** Client hereby retains Consultant to render the following services to Client:

- General Management Services

The manner and means by which Consultant chooses to complete the services are in Consultant's sole discretion and control. Consultant's obligations shall be conditioned upon receiving such information and cooperation from Client as may be reasonably necessary to perform the services.

## Relationship of the Parties

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Client. The Consultant shall have no right to receive any employee benefits provided by the Client to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Client in respect of any obligation that may be imposed on the Client to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Client as its agent or to make commitments on behalf of the Client.

## Consultancy Fee and Expenses

- (a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Client shall pay Consultant a Consultancy fee of (an agreed upon amount) attached thereto using a Talent Requisition Form for each position and for each hour of Services provided to the Client.
- (b) Expenses. Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of an expense report with attached receipts in accordance with reimbursement procedures of the Company.
- (c) Payment. The Consultant shall submit to the Client a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within net 30 days of the calendar days after receipt thereof by the Client.

**Indemnification of the Client**

“To the fullest extent of the law, Consultant shall indemnify, defend and hold harmless the Client, its officers, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities ...arising out of, resulting from, or in connection with the services contemplated by this Contract.

**Indemnification of the Consultant**

Client shall indemnify, defend and hold the Consultant harmless from and against any and all third party claims, liability, suits, losses, damages and judgments, joint or several, and shall pay all costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising there from, that Consultant incurs as a result of having performed services on behalf of Client.

**Termination**

This Agreement may be terminated by the Client, without cause and without liability, by giving Sixty (60) calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving sixty (60) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party.

**Effect of Termination**

Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature and Title

Administrative Services Management, LLC.  
Consultant Company Name

235 Peachtree Street NE, Suite 400

Atlanta, Georgia 30303

\_\_\_\_\_  
Address

(404) 513-0591  
Telephone

