

Smooth Sailing Inc

TECHNICAL CONSULTING AGREEMENT

This Agreement is made effective as _____, by _____, and Chad Reid, 16827 Camille St., Hudson, FL

In this Agreement, the party who is contracting to receive services shall be referred to as "Client" and the party who will be providing the services shall be referred to as "Consultant".

Consultant has a background in QuickBooks Software and accounting practices, as well as computer systems engineering, and is willing to provide services to Client based on this background.

Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Consultant will provide assistance in the setup of QuickBooks accounting software and creation of procedures to permit the Client to proceed correctly in the future.
2. **PERFORMANCE OF SERVICES.** The method, manner, and means by which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement. Consultant agrees to perform all of the tasks identified above and be compensated at a rate of \$ _____ per hour.
3. **PAYMENT FOR SERVICES.** Client will pay Consultant a fee for services provided by Consultant. This fee shall be payable the date of service. Telephone consultation to billed at same rate and paid either at next physical session or within 7 days of receipt of invoice.
4. **TERM / TERMINATION.** The term of this agreement dependant on the needs and wishes of the Client and may be terminated at any time by the Client or the Consultant.

5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. It is understood that Consultant has other clients and Consultant offers services to the general public. Except to the extent that the Consultant's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the Services shall be provided by Consultant. Client will not provide training, fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.
6. **CONFIDENTIALITY.** Consultant recognizes that Client may have confidential and proprietary information (collectively, "Information") which constitutes a special and unique asset of Client. Consultant agrees that it will not directly or indirectly, use such Information for Consultant's own benefit except as may be required to perform services hereunder, nor shall it divulge or disclose such information to any third party without the prior written consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
7. **LIMITED WARRANTY.** Consultant makes no other warranties, whether written, oral, or implied, including without limitation warranty or fitness for purpose of merchantability. In no event shall Consultant be liable for special or consequential damages, either in contract or tort, and in the event that this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Client shall be limited to One Hundred dollars (\$100.00) as liquidated damages and not as a penalty.
8. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
9. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida without regard to its laws relating to conflicts of law.

Executed this _____ day of _____, 2006 by the parties as provided below:

Client: _____

Consultant: _____