

stay motivated and rise together *enterprises*

Consulting Service Agreement

updated 4/5/2020

A. Involved Parties

Thank you for choosing Stay Motivated and Rise Together Enterprises! We are excited to work with you.

This agreement is entered into by:

Provider: Stay Motivated and Rise Together Enterprises (SMART Ent.)
Staymotivatedandrisetogether.com
staymotivatedandrisetogether@gmail.com
424-242-2135 or 213-342-1225

Client: Name
Addresses (web, email, physical)
Phone number

B. Timeline Details

This agreement is for the services described in Section B which are to be provided on: MM/DD/YYYY [through MM/DD/YYYY for process consulting].

C. List of Services to be Provided

Workshop/ Lecture/ Keynote:
Topic:

Process Consulting:
Topic (social media, slide deck, assessment):

Other

D. List of Required Client Contributions

Client agrees to provide the following:

- Dates for initial 30-minute consult and 30-minute midway check-in:
- By HH:MM AM/PM on MM/DD/YYYY, intake information will be emailed to blacksocialcapital@gmail.com. For the purposes of this agreement, intake information will consist of
 - Time allotment (# of hours/ days/ weeks/ months):
 - Anticipated size of audience:
 - Audience's level of expertise (minimum and maximum):

- For customized workshops/ lectures/ keynotes:
 - The following information is needed by HH:MM AM/PM on MM/DD/YYYY. Please include any additional information you would like us to know (i.e. your organization's process):

E. Compensation and Payment Details

- Workshop/ Lecture/ Keynote:
 - The cost of the services described in Section C is [\$XX.XX].
 - Initial Consultation and Midway Check-in Fees: For the services described in Section B, client will pay [\$0] in fees. Preparation for the midway check in, as outlined in Section D, can take varying lengths of time depending on the level of customization required, but will usually take one to three weeks.
 - Payment is due within five [5] business days after the midway check in.
 - Services outside the scope of this agreement (including additional check-in conversations and customizations) must be requested via email prior to work being performed and will increase the total cost of the services provided. Additional check-in conversations are to be billed at \$100 per half hour. Additional customizations to the workshop/lecture/keynote are to be billed at \$100 per half hour required to complete.
- Process Consulting:
 - For the services described in Sections C and D, the client will pay the company [\$XX.XX] for [XX] days/ weeks/ months of process consulting. The [\$XX.XX] will be due five [5] business days prior to the first consultation session or immediately upon scheduling the first consultation session if it is scheduled within five [5] business days.
 - Services outside the scope of this agreement (including additional days/ weeks/ months of process consulting) must be requested via email prior to work being performed and will increase the total cost of the services provided. Accepted requests will be billed at a rate of [\$200] per hour.
- Payments and Cancellation:
 - Payments: An invoice will be provided upon the client's return of this signed service agreement, or prior to the signing of this service agreement if the client requests it. Payments are accepted via electronic bank funds transfer, credit card, check, or purchase order. Please make checks payable to Stay Motivated and Rise Together Enterprises.
 - Right to cancel: For a workshop/ lecture/ or keynote, the client and the company have the right to cancel this service agreement until one [1] business day after the midway check in meeting. For process consulting, the client and the company have the right to

cancel this service agreement until five [5] business days prior to the first process consulting session. The client must submit written notice via email to request cancellation staymotivatedandrisetogether@gmail.com . Notice of cancellation sent after this deadline may be deemed invalid at the sole discretion of the company. If the client chooses to terminate this agreement, all monies owed to the company will be due immediately and may be automatically charged to the client's payment method on file. Under no circumstances will the company give refunds for cancellations.

F. Communication Details

Client agrees the communication is to be via email only, the email address to use is staymotivatedandrisetogether@gmail.com. If the client wishes to speak on the phone, the client should send an email to the company stating that you would like to schedule a phone call and the company will work with the client to arrange a time. The company typically responds to email within 24-48 hours excluding weekends and standard public holidays.

G. Ownership of Materials

The company shall retain the intellectual and creative rights to all original materials, data and similar items, produced by the company hereunder in connection with the services under this agreement. Client acknowledges that the company may use and modify existing materials for the client's benefit and that the client holds no rights to such materials.

H. No Guarantee & Limitation of Liability

The company does not warrant or guarantee any specific level of performance or results. Example of results obtained for other clients of the company may be used as a marketing tool and shown to the client for demonstrative purposes only and should not be construed by the client as indicating any promised results or level of results.

The company shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the services. Client agrees that, in the event the company is determined to be liable for any such loss, client's sole remedy against the company is limited to a refund of payments made by the client for said services, less expenses paid to subcontractors or to third parties. The company is not responsible for errors which result from faulty or incomplete information supplied to the company by the client. The client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. The company shall not be liable to the client for any costs, damages or delays due to causes beyond its control.

I. Handling of Disputes

The parties agree that any dispute regarding this agreement, and any claim made by the client for return of monies paid to the company, shall be handled in accordance with applicable State and Federal laws. Specifically, if the client cancels a workshop/lecture/keynote more than one [1] business day after the midway check in cancellation period that is permitted by law and outlined in this agreement, this agreement is immediately terminated, and the company reserves the right to dispute such cancellation and pursue client for monies owed to the company for services already performed but unpaid by the client due to cancellation. The client agrees that, regardless of whether the client is ultimately successful in any cancellation dispute, it is liable to pay the company for the work already performed as of the time of the cancellation request, at an hourly rate of \$200 per hour for all hours spent on the client's project. The company will provide the client with an itemization of hours spent within a reasonable time upon the request of the client and payment will be expected in full within 30 days from the date such itemization is provided. If the client does not pay for such hourly work upon the company's demand and within 30 days, the company reserves the right to initiate an action in court for breach of contract, regardless of the previous outcome of any cancellation dispute. Additionally, if the company is successful in any cancellation dispute, the company reserves the right to pursue client for the any costs the company incurred in disputing or defending such cancellation, including but not limited to the lost business profits in the form of time the company and its representatives spent handling such dispute, at the company's hourly rate of \$200.

The parties understand and agree that the construction and interpretation of this agreement is governed by the laws of the State of California. In the event that either party must initiate legal action to enforce this agreement, the parties agree that the proper venue for such action shall be the courts of the State of California.

J. Proprietary Information and Use of Materials

- a. Except as provided elsewhere in this Agreement, all information disclosed by one Party to the other Party, shall be deemed to be confidential and proprietary ("Proprietary Information"). Such Proprietary Information includes, without limitation, information regarding marketing, sales programs, sales volume, sales methods and processes, sales proposals, products, services, vendors, customer lists, training manuals, names of investors, customer information, operating procedures, pricing policies, strategic plans, intellectual property, information about a Party's employees and other confidential or Proprietary Information belonging to or related to a Party's affairs. The receiving Party acknowledges and agrees that in any proceeding to enforce this Agreement it will be presumed that the Proprietary Information constitutes protectable trade secrets, and that the

- receiving Party will bear the burden of proving that any portion of the Proprietary Information was publicly or rightfully known and disclosed by the receiving Party. The Parties, their employees, subsidiaries, affiliates, agents, and assigns agree to hold all Proprietary Information, regardless of when or how disclosed, in strict confidence and with not less than the same degree of care that they provide for their own confidential and proprietary information. The Parties warrant and represent that the degree of care contemplated herein is adequate and the Parties will take any and all steps reasonably necessary to preserve such Proprietary Information.
- b. Nothing in this Agreement shall prohibit or limit the receiving Party's use of information that can be demonstrated as: (a) previously known to the receiving Party, (b) independently developed by the receiving Party, (c) acquired from a third party not under similar nondisclosure obligations to the disclosing Party, or (d) acquired through the public domain through no breach by the receiving Party of this Agreement.
 - c. License. Client grants the company a limited, non-transferable, nonexclusive license to copy, use, store, set up, publicly display, publicly perform and transmit any trade names, trademarks, service marks, copyrights, content, text, images, software, functionality, page and other design and layout, media and other materials therein and solely in connection with creation of the Campaign and direct response marketing in accordance with this Agreement. Other than as specifically provided herein, the Parties, their employees, subsidiaries, affiliates, agents and assigns, shall make no disclosure of any Proprietary Information without the express written consent of the other Party. In addition, neither Party shall use the Proprietary Information for any purpose other than purposes related to their business relationship as laid out in this Agreement. In the event that the receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Proprietary Information, the receiving Party understands that the disclosing Party may desire to seek an appropriate protective order or take steps to protect the confidentiality of such Proprietary Information. Consequently, the receiving Party agrees that it will provide the disclosing Party with prompt notice of such request(s).
 - d. Portfolio Release. Client agrees that the company has the right to use materials created pursuant to this Agreement for the company's portfolio, samples, self-promotion including advertising for the company's business including without limitation Facebook or Instagram, or any other social media platform. In the event client wishes to exclude some specific materials from the release under this paragraph, or to limit the time period of such release, the company and client may agree in writing to such limitation.
 - e. Remedies. The Parties acknowledge that the Proprietary Information exchanged is valuable and unique and that disclosure in breach of this Agreement will result in irreparable injury to the adversely affected

Party, for which monetary damages, on their own, would be inadequate. Accordingly, the Parties agree the adversely affected Party shall have the right to seek an immediate injunction enjoining any such breach or threatened breach of the Agreement.

K. Entire Agreement

This is the final, complete, and exclusive agreement of the parties. No modification of or amendment to this agreement shall be effective unless in writing and signed by each of the Parties. The headings used in this agreement are for convenience only and shall not be used to limit or construe the contents of this agreement.

L. Severability

If any provision of this agreement shall be held to be illegal, invalid, or unenforceable, such provision shall be fully severable. This agreement shall then be construed and enforced as if such that illegal, invalid, or unenforceable provision had never been part of this agreement. The remaining provisions of this agreement shall remain in full force and effect.

M. Signatures

By their signatures below, the parties hereby understand and agree to all terms and conditions of this agreement.

Client

Institution/ Organization: _____

Name: _____

Signature: _____

Date: _____

The Company

Company: Stay Motivated and Rise Together

Contact Person's Name: _____

Signature: _____

Date: _____