

# Consulting Agreement

THIS Consulting Agreement (the "Agreement") dated this 4th day of September, 2016

Between:

\_\_\_\_\_ The Client of \_\_\_\_\_, Arizona \_\_\_\_\_  
(The "Client")

**-AND-**

Dave Streen of 742 East Riviera Drive, Chandler, AZ 85249  
(the "Contractor")

## **Background:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Clients.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in the Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually "the Party" and collectively "the Parties" to this agreement) agree as follows:

## **Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the client with "the Services" consisting of:
  - o Services will include analyzing customer needs and current business obstacles, identifying projects, scoping potential business solutions, and improving sales by coordinating sales efforts with both inside and field sales representatives. Time Management, Marketing and other core concepts will be trained and implemented.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## **Terms of Agreement**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The term of this agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days written notice to the other Party.

## **Performance**

5. The Parties agree to do everything necessary to ensure that the term of this Agreement take effect.

## **Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are all in USD (United States Dollars).

## **Compensation**

7. For the Services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of \$5,000.00 per year.

8. A deposit of \$1,000 (the "Deposit") will be payable by the Client.

9. For the remaining amount, the Client will be invoiced every month.

10. Invoices submitted by the Contractor to the Client are due within 7 days of receipt.

## **Reimbursement of Expenses**

11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services under this Agreement.

12. All expenses must be pre-approved by the Client.

## **Confidentiality**

13. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that confidential information could reasonably be expected to cause loss of income to the Client.

14. The Contractor agrees that they will not disclose, divulge, reveal, report or use for any purpose any Confidential Information which the Contractor has obtained, except as authorized by the Client, or as required by law. The obligations of Confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement.

15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

## **Ownership of Intellectual Property**

16. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement will be the property of the Client, unless agreed otherwise. The Client is granted a non exclusive limited-use license of this Intellectual Property.

17. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

## **Return of Property**

18. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### **Capacity/Independent Contractor**

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an Independent Contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service, unless expressly specified otherwise.

### **Notice**

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. \_\_\_\_\_ The Client \_\_\_\_\_, Arizona, \_\_\_\_\_
- b. Dave Streen 742 East Riviera Drive, Chandler AZ 85249 \_\_\_\_\_ or to such other address as any Party may from time to time notify the other.

### **Indemnification**

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Dispute Resolution**

22. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

23. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Arizona.

### **Modification of Agreement**

24. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

### **Time is of the Essence**

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

26. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without prior written consent of the Client.

**Entire Agreement**

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Inurement**

28. This Agreement will inure to the benefit of/and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**Titles/Headings**

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other form, by the laws of the State of Arizona, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Sever-ability**

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**In Witness Whereof** the parties have duly affixed their signatures underhand and seal on this day \_\_\_\_\_ of \_\_\_\_\_ 201

\_\_\_\_\_ The Client

\_\_\_\_\_ Print Name

\_\_\_\_\_ Dave Streen (Contractor)