



6114 LA SALLE AVE. #836 · OAKLAND, CALIFORNIA 94611

### **Agreement**

This Agreement is made between <<INSERT CLIENT>> ("Client") with a principal place of business in <<INSERT CITY, STATE>>, and No Kill Solutions ("Consultant"), with a principal place of business in Oakland, California.

#### **1. Services to be Performed**

Consultant agrees to perform the following services on Client's behalf: <<INSERT SERVICES>>.

#### **2. Payment**

In consideration for the services to be performed by Consultant, Client agrees to pay Consultant a total sum of \$<<INSERT AMOUNT>> plus documented actual expenses, including airfare and hotel, for <<INSERT NUMBER OF TRIPS>> trip(s) to <<INSERT CITY, STATE>>.

#### **3. Terms of Payment**

Consultant shall be paid \$<<INSERT 50% OF FEE>> upon signing this Agreement, and the remainder, plus documented travel expenses shall be due after the seminar, within 10 days of submission of the final invoice. (Fees involving "time and materials" proposals require a retainer.)

#### **4. Late Fees**

Late payments by Client shall be subject to late penalty fees of 1.5 % per month from the due date until the amount is paid.

#### **5. Expenses**

Client shall reimburse Consultant for the following documented actual expenses that are directly attributable to work performed under this Agreement:

- travel expenses including airfare, hotel and rental vehicles;
- meals during travel not to exceed \$50.00 per day, inclusive of travel days;
- postage, copying, materials, and courier services, and,
- other reasonable expenses resulting from the work performed as directed by Client under this Agreement.

Consultant shall submit an itemized statement of Consultant's expenses. Client shall pay Consultant within 30 business days from the date of each statement.

#### **6. Materials**

Client will furnish all materials, equipment and supplies used to provide the services required by this Agreement including appropriate venue/location and presentation equipment (i.e., PowerPoint projector, screen, audio for the PowerPoint, and audio for the speaker, location of presentation) except as follows: Laptop computer for public presentation.

## **7. Intellectual Property Ownership**

Consultant shall retain all copyrights, patent rights and other intellectual property rights to the Contract Property. Client will have no control, role, or input into content. Oral and video presentations cannot be video-taped or audio-taped or copied in any form by Client or any person in attendance.

## **8. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Consultant completes the services required by this Agreement, or
- the date a party terminates the Agreement as provided below;

Notwithstanding the above, payment obligations shall survive termination of this Agreement.

## **9. Terminating the Agreement**

Either party may terminate this Agreement at any time by giving written notice of termination, effective pursuant to the Notice requirements below. Consultant shall be entitled to full payment for services performed prior to the date of termination at a rate of \$200 per hour. A fee of \$1,000 shall also be retained by Consultant to secure dates, even if no work is performed under this Agreement prior to Client's termination. All actual expenses, including costs of air travel, which have been secured prior to termination, shall also be paid to Consultant.

## **10. Independent Contractor Status**

Consultant is an independent contractor, not Client's employee. Consultant's employees or subcontractors are not Client's employees. Consultant and Client agree to the following rights consistent with an independent contractor relationship.

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Consultant shall perform the services required by this Agreement; Client shall not hire, supervise or pay any assistants to help Consultant.
- Neither Consultant nor Consultant's employees or subcontractors shall receive any training from Client in the skills necessary to perform the services required by this Agreement.
- Client shall not require Consultant to devote full time to performing the services required by this Agreement.
- Neither Consultant nor Consultant's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

## **11. Exclusive Agreement**

This Agreement constitutes the entire agreement between Consultant and Client.

## **12. Modifying the Agreement**

Any modifications to this agreement must be approved and agreed upon by both the Consultant and the Client. Modifications shall not be made by either party independently.

## **13. Applicable Law**

This Agreement shall be construed according to the laws of the State of California for purposes of providing the professional services under this Agreement. Venue for any action arising out of or in relation to this Agreement shall be in Alameda County, California.

#### **14. Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given by registered or certified United States mail, postage prepaid, return-receipt requested

#### **15. No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

#### **16. Implementation of Recommendations**

Client accepts full and sole responsibility for the implementation of any recommendations made by Consultant and agrees to hold Consultant harmless for any claims arising out of its implementation of any recommendations, including but not limited to claims for damages, costs, expenses, lost profits or special, incidental or consequential damages, regardless of the cause of action.

#### **17. Limits of Liability**

Notwithstanding Section 16, for all other foreseen or unforeseen causes of action, Consultant's total liability to Client under this Agreement for damages, costs and expenses, shall not exceed the compensation received by Consultant under this Agreement. Consultant shall not be liable for the Client's lost profits or special, incidental or consequential damages.

#### **Signatures**