

# CORYWEST CONSULTING AGREEMENT

This agreement dated \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, Inc. (hereinafter "CLIENT") and CoryWest Media (hereinafter "CONSULTANT"), governing professional consulting services to be provided by CONSULTANT on behalf of and in the interest of the CLIENT.

**Scope of Services.** Consultant agrees to provide services for CLIENT as listed in Attachment "A" to this agreement, "Scope of Services".

**Access to Staff and Resources.** CLIENT agrees to provide CONSULTANT with timely access to resource information and staff members as necessary and appropriate for CONSULTANT to perform services.

**Payment for Services.** In consideration of CONSULTANT'S performance of services, CLIENT agrees to pay the fee for services plus agreed to expenses as provided for by Attachment "B" to this agreement, "Payment For Services".

**Independent Status.** CONSULTANT is an independent contractor and CONSULTANT and CONSULTANT'S staff shall not be deemed to be employee(s) of CLIENT. CONSULTANT reserves the right to determine the manner, method and means by which services will be performed as well as to set the hour of work and schedule that will be followed by CONSULTANT, including the schedule to be followed when work is performed at the CLIENT'S place of business.

**Complete Agreement.** This agreement, with referenced attachments, constitutes the entire and complete agreement between the parties hereto and CLIENT acknowledges that in entering into this agreement, no reliance is made on any other statements, verbal or written. It may not be changed orally but only by an agreement in writing. It is also acknowledged that it is common for one or more separate/subsequent agreements to be entered into by the parties for specific work including, but not limited to copywriting, business planning/strategies, product/service review and analysis, maximization of customer values, prospecting/marketing systems development, improvement of front end marketing for existing or new products/services, back end marketing systems, products and services joint venture arrangements, licensing, continuity programs, expansion into new/different channels of distribution, etc. This agreement, in no way obligates either party to enter into any such separate or subsequent agreements, and does not preclude any such agreements from being entered into.

**Liability.** CONSULTANT warrants to CLIENT that all services provided, material, analysis, assistants, and data employed in connection with this agreement shall be qualified and proper for the services provided. CONSULTANT makes no other warranties.

Additional Services. CLIENT may request and CONSULTANT may agree to provide additional services and/or marketing materials, when requested by CLIENT. CLIENT and CONSULTANT will sign separate agreements detailing the nature of the additional services and/or marketing materials to be provided as well as the terms and conditions of payment for such additional services and/or materials, and the basis on which fees for such additional services shall be established. The signing of this agreement in no way obligates CLIENT to contract for additional services and/or marketing materials with CONSULTANT.

Notices. For purposes of notices, invoices, payments, and other communications related to this agreement, notices to the CLIENT shall be sent to:

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And notices to the CONSULTANT shall be sent to:

CoryWest Media  
407 Turner Avenue  
Glen Ellyn, IL 60137

Assignment. This agreement may not be assigned by either party without prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this agreement shall be binding and inure to the benefit of heirs, successors, and assigns of the parties hereto.

Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

Waiver of Breach. The waiver by CONSULTANT of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the CONSULTANT.

Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of DuPage, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date first above written:

CLIENT:

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its \_\_\_\_\_

CONSULTANT:

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its \_\_\_\_\_

ATTACHMENT "A" TO THE AGREEMENT

Scope of Services

This attachment is a part of the agreement and incorporated in to the agreement dated \_\_\_\_\_, 20\_\_ entered into between CoryWest Media (CONSULTANTS) and \_\_\_\_\_, (CLIENT).

CONSULTANT agrees to provide the following services:

Monthly Consulting Plan

Each 30-minute session is \$150.00 with a minimum of 3 sessions per month or \$450.00

Initial Term

\_\_\_\_\_ months, from \_\_\_\_\_ through \_\_\_\_\_

Session Schedule

Day of week: ?Tuesday ?Wednesday ?Thursday

Time: \_\_\_\_\_ [choose between 11:00 – 3:30 p.m . CST]

Call Duration: 30 Minutes

Consulting Session Call Procedure

Client will call Barbara Rozgonyi, consultant, at 630.942.9542 or 630.207.7530. Client will pay for all telephone charges. Client may record sessions.

Cancellations must be made 24 hours in advance.

All make up calls must be completed within the current month.

Rescheduling

Client or consultant may reschedule calls with up to 24 hours notice.

Termination of Agreement

Client may cancel at any time. Notice of cancellation must be in writing or by e-mail.

Payment made for the current month shall be considered full payment. No partial monthly refunds will be given.

Results

Because progress is gauged on the client's actions, consulting results are not guaranteed. The client also agrees hold the consultant and CoryWest Media harmless for any actions or results for any possible adverse situations created as a direct result of the consulting or from a specific referral or recommendation made by the consultant.

Client Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

ATTACHMENT "B" TO THE AGREEMENT

Payment For Services

This attachment is a part of the agreement and incorporated into the agreement dated \_\_\_\_\_, 20\_\_ entered into between CoryWest Media (CONSULTANTS) and \_\_\_\_\_ (CLIENT).

CONSULTANT agrees to provide the services to CLIENT as specified in Attachment "A" to this agreement, Scope of Services, in consideration of a total fixed price fee of \$450 per month for 3, 30-minute phone consulting sessions:

Payments

Consulting fee must be made via credit card by the first of the month for services to begin. Pay by clicking on this link or enter your credit card information below :

Online <http://tinyurl.com/32sasr>

Via Credit Card

If you prefer to have us charge your credit card, please enter your information below :

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Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ (charges to be made on the 1<sup>st</sup> of each month)

Name as it appears on card:

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Expiration Date: \_\_\_\_\_

Any additional services or marketing materials, if desired by the CLIENT will be provided for, and contracted for, under separate agreements.

Client Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_