

## CONSULTING/CONTRACTING AGREEMENT

This Agreement is entered into as of the [XX] day of [MONTH] [YEAR] between [**Client Name Here**] ("the Client") and **Pinnacle Admin & Marketing Services** ("Service Provider").

- 1. Independent Contractor** - Subject to the terms and conditions of this Agreement, the Client hereby engages the Service Provider as an *independent contractor* to perform the services set forth in this agreement, and the Service Provider hereby accepts such engagement. This Agreement shall not render the Service Provider an employee, partner, agent of, or joint venture with the Client for any purpose. The Service Provider is and will remain an independent contractor in their relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Service Provider's compensation hereunder. The Service Provider shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 2. Duties** - The Service Provider's duties include any services described in Exhibit A ("*Services*").
- 3. Expenses** - During the term of this Agreement, the Service Provider shall bill and the Client shall reimburse **Pinnacle Admin & Marketing Services** for all reasonable and approved out-of-pocket expenses, which are incurred in connection with the performance of the duties hereunder.
- 4. Service Rate** - The Client agrees to pay Service Provider fees as set forth in Exhibit B for the performance of the Services (the "*Fees*"). The Service Provider will give **30-days' notice** on any price changes. The service rates are valid through the end of the calendar year in which the contract is signed. A new contract must be signed by January 1 of each year for the services to continue as planned.
- 5. Timelines** - Because the Service Provider is an independent contractor and not an employee, the Client must understand that the Service Provider has multiple clients. Therefore, all work should be scheduled in advance accordingly. The Service Provider requires tasks at a minimum of **5 business days** in advance of the **project start date** (*not project finish*). A webinar is an excellent example of

this timeline. Further, the Service Provider will attempt to ensure that all tasks are completed as quickly as possible without sacrificing quality or accuracy of work.

6. **Work Schedule**—The Service Provider works **normal business hours, from 9AM to 5PM Central Standard/Daylight Time, Monday through Friday**, apart from special events planned in advance by the Client, such as receptions, banquets or conferences. Emails, calls and texts received on the weekends will not be answered until Monday unless in extreme emergency.
7. **Accuracy** - The Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. The Service Provider is not responsible for errors or omissions because of incorrect information from the Client or lack of information from the Client.
8. **Materials & Content** -The Client will provide all content, outlines, photos, product images, etc., necessary for projects. The Service Provider is not responsible for errors made due to illegible sources. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for the Service Provider to perform or complete the contracted services.
9. **Confidentiality** - The Client acknowledges that during the engagement Service Provider will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, customer records, processes, methods, customer lists, accounts and procedures. The Service Provider agrees that they will not disclose any of the previously mentioned, directly or indirectly, or use any of them in any manner, during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Client.  
**All files, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Client, shall remain the exclusive property of the Client.** The Service Provider shall not retain any copies of the foregoing without the Client's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Client, the Service Provider shall either immediately deliver to the Client or destroy all such files, records, documents, specifications, information, and other items in Service Provider's possession.
10. **Payment** - The Client agrees to compensate the Service Provider in accordance with the terms of the Service Provider's invoices with balances due on the first of the month. All payments are considered fully earned and non-refundable.

11. **Additional Services/Charges** - Rush projects and projects requiring weekend or holiday work may be subject to a 10% surcharge and/or other rush fees. The Service Provider reserves the right to refuse any project or service request. Fees incurred for international phone calls shall be billed in its entirety to the client.
12. **Late Fees/Non-Payment** - Payments not received within 10 days of the due date will result in a cessation of services, as the Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid. A monthly late charge of 10% of the unpaid amount will be assessed on unpaid balances every 30 days.
13. **Merger** - This Agreement shall not be terminated by the merger or consolidation of the Client into or with any other entity.
14. **Termination** - The Client may terminate this Agreement at any time by 20 working days' **written notice** to the Service Provider. In addition, if the Service Provider fails or refuses to comply with the written policies or reasonable directive of the Client, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Client at any time may terminate the engagement of the Service Provider immediately and without prior written notice to the Service Provider. In the event of termination, the client is still responsible to pay the service provider for all work-completed prior to termination under the original terms of this agreement.
15. **Successors and Assigns** - All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
16. **Choice of Law** - The laws of the state of Arkansas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
17. **Arbitration** - Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Little Rock, AR in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
18. **Assignment** - The Service Provider **may assign any of Client's rights under this Agreement, or delegate the performance of any of Client's duties hereunder, without the prior written consent of the Client.** The Service Provider has the right to sub-contract out tasks provided the Service Provider

clearly informs the Client of this intent prior to doing so. The Client has the right to request that certain tasks are not sub-contracted.

19. **Notices** - Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided below.

*Service Provider:*

Pinnacle Admin & Marketing Services

11 Pinnacle Point

Little Rock, AR 72205

*If to the Client:*

[Name & Address]

20. **Modification or Amendment** - No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
21. **Entire Understanding** - This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
22. **Unenforceability of Provisions** - If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
23. **Indemnification** - The Client agrees to indemnify, defend and save the Service Provider harmless from and against any and all claims, damages, liabilities costs and expenses, including reasonable attorney's fees from and against claims of any nature arising directly or indirectly out of this Agreement or the use of the services and products described herein, including, without limitation, any and all

claims for copyright infringement, defamation or other torts, or personal injury to the Client or any user of the services provided by the Service Provider or used in connection with such services provided by or through the Service Provider and arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of the Service Provider, its agents or employees.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that e-signatures, as well as scanned signatures shall be as effective as if originals.

**CLIENT**

\_\_\_\_\_  
\_\_\_\_\_

(NAME)

\_\_\_\_\_

**SERVICE PROVIDER:**

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print Name)

Address:

\_\_\_\_\_

\_\_\_\_\_

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

## EXHIBIT A

### SERVICES– TIME OR PROJECT BASIS

#### 1. Services.

Service Provider will render the following Services to the Client:

**Silver Level**—This level of work includes:

- General email monitoring and customer service
- Initial organization of files and maintenance of such
- Scheduling of meetings

**Gold Level**—This level of service includes the following:

- General email monitoring and customer service
- Initial organization of files and maintenance of such
- Scheduling of meetings
- Creation of graphics in Canva
- Social media posting

**Platinum Level**—This level of service includes the following:

- General email monitoring and customer service
- Initial organization of files and maintenance of such
- Scheduling of meetings
- Creation of graphics in Canva
- Social media posting
- Coordination of in-person events
- Creation and sending of bulk emails via Constant Contact, with maintenance of email lists
- Basic maintenance of an already built WordPress website
- Webinar production from start to finish, including all the marketing, trial runs, broadcast of the actual webinar, evaluation surveys, editing of video, posting on a video platform and follow-up emails, on GoToWebinar.

### **Stand-Alone Website Maintenance Package:**

PAMS will provide basic maintenance of an already built WordPress website, such as adding photos, updating events, adding media and pages as needed, for up to 15 hours per month.

### **Stand-Alone Webinar Package:**

PAMS will provide one webinar produced from start to finish, including all the marketing via Constant Contact and social media, trial runs, broadcast of the actual webinar, evaluation surveys, editing of video, posting on a video platform and follow-up emails, on their own paid platform of their choice.

## 2. Compensation

Client shall pay Service Provider according to this schedule:

- \$20/hour for the Silver Level, or a flat fee of \$1200/month
- \$25/hour for the Gold Level, or a flat fee of \$1500/month
- \$30/hour for the Platinum Level, or a flat fee of \$1800/month
- \$600 per month for website maintenance package
- \$1000 flat fee for one webinar package

## **EXHIBIT B**

### **COMPENSATION**

1. **Services**. Service Provider shall perform the Services described in Exhibit A.
2. **Compensation**. As consideration for all Services to be rendered and performed under the Agreement, Client shall pay Service Provider a per hour or flat fee that is determined before the commencement of the job as compensation in full (the "Payment Amount"). The Payment Amount shall be paid to the Service Provider on a monthly basis, on or before the fifth day of the month, in arrears.





