

This agreement is made and entered into as of the _____ day of _____, 200__, by and between JR-N-Associates, hereinafter referred to as consultant and _____ Tax Id# _____, hereinafter referred to as "Client".

Consultant's Qualifications. The Consultant shall perform the Services with due diligence in a professional manner. Consultant is and will be, or shall provide personnel who are, appropriately trained, qualified, and (if required by applicable law) licensed to perform the Services. Consultant represents and warrants it has and will have full right, and authority to execute this Agreement and to perform the Services. All individuals assigned by Consultant to perform services in support of the Project are and shall, at all times, be employees of Consultant.

Independent Contractor. This Agreement shall not render the Consultant an employee, partner, agent of, or in joint venture with the Client for any purpose; unless in writing and signed by both parties. The Contractor is and will remain an independent contractor in relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Consultants compensation hereunder. The Consultant shall have no claim against the Client hereunder or be responsible 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.

The Project.

Consultant will conduct interview(s) with Client and or staff, examine Clients current _____

and the recommendations will result in a recommended business plan.

1. SERVICES. Statements of Work. The recommended business plan will include the Clients current business plan as a baseline. A plan to implement suggested recommendations, and a projected budget for those recommendations will be written.

2. PERFORMANCE OF SERVICES. Client shall provide in a timely and professional manner, and at no cost to consultant, assistance, cooperation, complete and accurate information and data, equipment, computer and telecommunications facilities, programs, files, documentation, a suitable work environment, and other resources requested by consultant to adequately perform the Services. Consultant shall not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a project manager to interface with consultant during the course of the Services.

3. Client agrees to pay JR-N-Associates for the following services at the associated rate, in accordance with the following terms. Client agrees to provide all information necessary for JR-N-Associates to perform the services agreed to in a timely manor.

3.1 Time Line. Note that it may take longer if timeline and schedules are modified or extended during the project duration.

SERVICES TO BE PERFORMED – WORK STATEMENT W/TIME LINE	RATE	TERMS	INITIALS
Template Based Website Design:		50% DOWN & BALANCE DUE UPON PUBLICATION	
WEBSITE HOSTING: OPTIMIZATION (TRAFFIC BLAZER \$250.00-(1 TIME)): SUBMISSION TO 1500 SEARCH ENGINES: (NO GUARANTEE OF PLACEMENT) URL:	\$40.00 monthly \$250 .00 (HOUR) \$475.00 (PER) \$22.75 (PER)	12 MONTHS - AUTO RENEW PER SUBMISSION PER SUBMISSION	
BUSINESS CARD DESIGN POST CARD DESIGN			
ADVERTISING CONSULTING- We will review your _____ _____ _____	\$300.00 (MIN.)	25% OF DEX 1 ST YEARS SAVINGS 50% OF 1 ST YEARS SAVINGS NO SAVINGS=NOCHARGES	
BUSINESS CONSULTING	\$250.00 PER HR. (1 HR MIN.)	BUSINESS LOAN FEE IS FULLY REFUNDABLE WHEN LOAN IS FUNDED	
ONLINE CONSULTING	\$250.00 PER HR. (1 HR MIN.)		
OTHER:			
OTHER:			

3.2 Change Orders.

Occasionally, after a project is underway, work can take an unexpected turn. Significant changes in, or additions to the original Work Statement will require a Change Order to detail a revised Work Statement. This will ensure the changes are documented and both the Client and Consultant agree to the changes.

3.21 A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which is it signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time stated in the original Agreement and Scope of Work. Additional time detailed in the Change Order will be billed at the Consultant fee structure, per the Change Order.

4. Client unavailability for scheduled appointments. Client will be charged a \$50.00 fee for every scheduled appointment missed. To avoid the rescheduling fee, a 24 hours advanced notice should be sent in form of email to jramage@jr-n-associates.com along with a follow-up telephone call to (480) 678-9595 to reschedule the appointment and notify us of the sent email.

5. Assignment. Neither this Agreement nor the rights and obligations hereunder shall be assigned, transferred or delegated by Consultant to any other person or entity without the prior written consent of JR-N-Associates. This limitation applies to transfers by operation of law. Any purported assignment or delegation in violation of this Section shall be void.

6. Amendment and Waiver. This Agreement may be amended by the parties hereto only by an instrument in writing signed on behalf of each of the parties hereto. Any waiver of any term or provision hereunder shall be in writing signed on behalf of each party hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona (without giving effect to its principles of conflict of laws).

8. Severability. If any term or provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement shall remain in full force and effect.

9. Third Party Beneficiaries. This Agreement is for the exclusive benefit of the parties hereto, and their respective permitted successors and assigns hereunder, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person whatsoever.

10. Confidentiality. JR-N-Associates may use your business as a success story with other clients, the methods implemented to save you money are confidential and considered a 'Trade Secret'. You, nor any person under your influence are to use our name, or my name when renegotiating your advertising agreement. **You should refer to us strictly as a market research firm.**

11. Fees. Invoices will be sent via email to the email address below for billable services. All advertising savings percentage fees are based on the annual difference between the current contract and the renegotiated contract. All renegotiated fees are due upon receiving new reduced advertising billing. **There are no fees for renegotiated advertising contracts, if there are no savings.** Client will fax us the renegotiated advertising contract within 48 hours of execution. All advertising savings percentage fees payable to JR-N-Associates will become due upon new advertising contact start date, and are based on the annual difference between the current contract and the renegotiated contract.

11.1 The Compensation is payable based on the services provided. Payment for services are due net 20 and outstanding balances are subject to a late fee of not less than 10% of the balance due and \$25.00 dollars for each NSF check or for any reason your financial provider refuses to cash said check due to the fault of the Client. In the event your account becomes 61 days delinquent, it will be placed in collections for all past monies due and you will be charged an additional collection expense of \$300.00 in addition to all attorney fee's and court cost incurred to collect amounts due.

BUSINESS NAME _____

ADDRESS _____

EMAIL ADDRESS _____

11. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between JR-N-Associates and Client with respect to the Consultant's provision of the Services.

The parties hereto agree that facsimile signatures shall be as effective as if originals.

By: _____

[Consultant's Name]

[title or position] _____

Date _____

By: _____

[Client's Name]

[title or position] _____

Date _____