Titan Business Consulting
Solutions to Open Doors
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Titan Business Consulting
Contract for Ongoing Consulting Services

This STANDARD CONTRACT constitutes an agreement made on the _____ day of _____, 2018.

BETWEEN:

_____

(hereafter referred to as “client”)

-AND-

TITAN BUSINESS CONSULTING, LLC

(hereafter referred to as “consultant”)

(Client and consultant may also hereafter be referred to individually as “either party”, and collectively referred to as “the parties”)

Agreement

This document is intended to constitute a contract between the client and consultant. The following considerations are established:

a. The client is of the opinion that the consultant has the necessary qualifications, experiences, and abilities to provide consulting services to the client.
b. The consultant is agreeable to providing such services to the client under the terms and conditions set out in this agreement.

In consideration of the matters described above, the client hereby agrees to engage the consultant to provide the client with services consisting of consultation on matters of government contracting and contracts. The services will also include any other tasks the parties may agree on. The consultant hereby agrees to provide such services to the client subject to the terms and conditions established in this agreement.

Client Details

Name (Print):_____

Company, Firm, or Organization:_____

Address: _____

City: _____ State: _____ Zipcode: _____

Phone: _____ Email: _____

Credit Card Authorization:

The following is provided in accordance with the Section 5.4 below:

Credit Card Authorization (Circle one): Visa Master Card American Express

Name on Credit Card (Print) _____

Credit Card Number

Expiration Date (Month and Year) _____ / _____ CRV (Security Code) _____

In Witness Whereof:

Consultant and client identified above have duly executed this Agreement as of the day and year first above written.

Client:	Consultant: TITAN BUSINESS CONSULTING, LLC
Signature:	Signature:
Name:	Name: Daniel W Cugler III
Title:	Title: Owner and Consultant
Date:	Date:

Terms and Conditions:

1. Services

1.1 Servies: Titan Business Consulting agrees to provide consulting services in the areas of general contracting, government contracting, and general business practices. Services may reasonably be expected to include:

- Government Program Development
- Entity Registration
- Bid Support
- Contract Support
- Writing and Editing Services
- Opportunity and Request for Quote Monitoring
- Business Development

1.2 Additional Services: The service will also include any other consulting task that the parties agree upon. Common services include litigation support, asset management, process improvement, and second opinions.

1.3 Limitation on Services: This agreement does NOT include services to provide formal classes to groups of more than five people unless otherwise agreed upon.

2. Period of Performance

2.1 Period of Performance: Client hereby retains the services of the consultant effective upon the date of this document. This agreement shall continue in force until terminated or for a period of 3 years from the effective date.

3. Price

3.1 Pricing Rates: Client hereby agrees to the following pricing schedule:

Pricing Rates		
Retainer Fee	$2,000.00	To be paid prior to starting work for a new client. The services will be provided at the rates below, and will be deducted from the retainer. An invoice for services and expenses will be sent on a regular monthly basis. No refund will be made if services rendered are less than the $2,000.00 retainer fee.
Hourly Fee Tier 1	$80.00 / hour	See Attachment A: Schedule of Services
Hourly Fee Tier 2	$125.00 / hour	See Attachment A: Schedule of Services
Hourly Fee Tier 3	$200.00 / hour	See Attachment A: Schedule of Services
Travel Time	$25 / hour	
Expenses	At Cost	Hotel charges are to be prepaid by the client. Cost of air travel is to be prepaid prior to the start of travel. If hotel or air travel costs are not prepaid by the client, a 15% service charge will apply. Rental car, postage, meals, taxis, ferries, parking, and miscellaneous travel expenses will be billed at the conclusion of the trip.
Auto Mileage	$0.545 / mile	Driving Expenses charged outside of Winnebago County, IL
Emergency Services	Rate x 1.5	Quoted fees are for work performed during normal working hours, Monday through Friday, 8:30 am – 6:00 pm Central Time. For emergency assistance, jobs which must be completed over the weekend, or consulting outside of normal working hours, 1.5 rates will apply.
Subcontractor Work	Fee + 15%	Professional services requiring the hiring of a subcontractor will be charged at cost plus 15%

For the services rendered by the consultant as required by this agreement, the consultant agrees to the prices outlined above. The pricing tier of any service provided will be decided solely by the consultant.

3.2 Minimum Increment: Billable services will be provided with a minimum of 15 minutes per occurrence. All billable periods will be rounded up to the nearest 15 minute increment.

3.3 Expenses: Reasonable and necessary business and travel expenses actually incurred by the consultant shall be reimbursed by the client upon submission of expense reports with back-up documentation. All such expenses and all travel plans must be approved in advance by the client.

4. Place of Performance

4.1 Service Location: Services provided under this agreement will be performed at the consultant's place of business, unless otherwise agreed upon. Services and meetings will be performed remotely, unless otherwise required. Client agrees to have all meetings performed by telephone, or through teleconferencing mediums, unless otherwise required.

4.2 Travel: If the client requires services to be performed at a location other than the consultant's place of business, client agrees to be subject to the fees associated with travel outlined under section labeled "Pricing".

5. Invoicing and Payments

5.1 Monthly Invoices: Consultant shall provide detailed invoices for all allowable billable services and allowable expenses. Invoices shall be provided via email to the client at the end of each calendar month. Instructions for payment will be provided with the invoice.

5.2 Payment Method: Unless otherwise agreed to by Consultant, payments to the Consultant will be made by the Client from one of the following three options:

- via electronic transfer
- via check
- via credit card (3% convenience fee applies)

Client agrees to a 3% convenience fee if payment is made by credit card. If payment is made by credit card, convenience fee will be be added as a line item to the next invoice.

5.3 Payment Terms: Payment is due upon receipt of invoice. Bills shall be considered delinquent if unpaid for more than 30 days after their issuance. Interest shall accrue and a monthly finance charge of 5% per month will be applied to the outstanding balance after each 30 day increment. This late charge is applicable to the unpaid balance as of the due date. Late fees will be added as a line item to the next invoice unless paid by automatic payment as described in section 5.4.

5.4 Automatic Payment: Clients are asked to provide valid credit card information. If payment is not received within 60 days of receipt of invoice, the outstanding charges, plus applicable late fees, will be billed to the credit card. Under this agreement, client agrees to this fee in advance.

5.5 Non-Payment by Client: If credit card information has not been provided, and payment becomes 60 days past due, all work on the project will stop until payment plus another retainer of $2,000.00 is received. All future work will then be billed against a retainer.

5.6 Collection Fees: Any interest, penalties, reasonable attorney fees, time spent, Small Claims Court filing fees, collection agency fees, or other costs incurred by the consultant in an attempt to collect on past due accounts will be added to the total amount owed by the client. Client agrees to pay these costs.

6. Allowable Billable Services

6.1 Billable Services: All services provided under this agreement will be considered billable services. The client may request services verbally, or by writing.

6.2 Verbal Requests for Service: Billable services may be requested verbally, in person, or over the phone. Any request made by the client will be considered a request for billable services under this agreement. If request is implied, the consultant will make reasonable attempts to clarify if a request for service has been made. Either party may, at any time, require that all further requests for services be confirmed in writing. Such a requirement, by either party, should be submitted in writing to the other party.

6.3 Written Requests for Service: Services may be requested in writing by email, phone text, social media messenger, memo, fax, or any other written medium. Any requests in writing shall explicitly constitute a request for billable service.

6.4 Other Billable Services: Verbal conversations, to include questions asked verbally by the client and answered verbally by the consultant and meetings over the telephone or in person, may explicitly be considered a request for billable services under this agreement at the sole discretion of the consultant. Any request that results in the consultant providing a deliverable to the client will explicitly be considered a request for billable services under this agreement.

7. Intellectual Property, Acceptance, and Liability

7.1 Definitions: For this section, the following definitions are established:

i. Submittal: All documentation, information, data, or answers, to include proprietary, financial, or technical information provided verbally, or in writing by the client to the consultant for the purpose of enabling the consultant to complete services under this agreement.

ii. Deliverable: All documentation, information, data, or answers created by the consultant as a result of services provided under this agreement. “Deliverable” does not include Calvary Consulting, Inc. proprietary forms, document formats, layouts, or other aesthetic considerations related to documents provided to client by the consultant as a result f services.

7.2 Ownership of Submittals: All submittals gathered as a result of Consultant’s performance under this Agreement shall be considered the intellectual property of the Client. Consultant does hereby forever assign all of Consultant's rights to such information to Client. Consultant agrees that, upon termination of this Agreement for any reason whatsoever, Consultant will surrender to Client in good condition any and all submittals gathered by Consultant in the course of performance under this Agreement.

7.3 Ownership of Deliverables Prior to Acceptance: All deliverables created as a result of services provided under this agreement shall be the intellectual property of the consultant until they are accepted by the client, as outlined below. Consultant maintains and owns all copyrights to the consultant's intellectual property. As such, Client may not use any deliverables in any way until after acceptance, to include submitting deliverables to a third party.

7.4 Acceptance of Deliverables: Deliverables are considered accepted by client automatically upon being delivered to the client, either physically or digitally, if they are not rejected in writing within three (3)0 business days. Deliverables are also considered accepted if used or acted upon in any way by the client, to include being provided in whole or in part, to a third party. If any part of a deliverable is used, or acted upon in any way by the client, to include being provided or submitted to a third party, such use shall be considered acceptance of the whole original deliverable in its entirety, to explicitly include the unused parts.

7.5 Acceptance of Billable Hours Associated with Deliverables: If a deliverable is accepted in any way described above, client is also considered to have accepted and agreed to all billable hours associated with the deliverable. If a deliverable is accepted as described above, and causes the billable hours associated with the deliverable to be accepted as a result, client waives the right to dispute the billable hours associated with the deliverable in any way, and must make payment of for said billable hours upon receipt of invoice. Client understands, and agrees that Consultant reserves the sole right to decide the amount and tier of billable hours associated with a deliverable. Client understands and agrees that client may not use a deliverable in any way, to include submittal to a third party, without final acceptance of the billable hours associated with the deliverable.

7.6 Ownership of Deliverables After Acceptance: Unless otherwise agreed in writing, all deliverables become the intellectual property of the client upon acceptance. Client may use any accepted deliverable in any way they see fit, subject to applicable laws. Client accepts all responsibility, liability, and ownership for any deliverables after acceptance. Client explicitly agrees to indemnify and hold harmless the consultant for any use of accepted deliverables by the client, to include providing the deliverable to a third party. Client explicitly agrees to waive any liability on the part of the consultant for the client's use of accepted deliverables, to include providing the submittal to a third party. This clause is subject to the exceptions listed in section 7.7 below.

7.7 Ownership of Consultant's Proprietary Formatting and Branding: Unless otherwise agreed in writing, consultant retains intellectual property on proprietary forms, document formats, layouts, or other aesthetic considerations related to documents both before, and after acceptance. Consultant maintains copyright and intellectual property rights on all visual and aesthetic properties and aspects of any and all deliverables at all times. Consultant also retains copyright and intellectual property rights on any consultant's logos, brandings, and image, and the usage thereof at all times. No part of this agreement is considered to agree, or imply to agree to permission to use any of these items without the written consent of the consultant.

8. Warranties

8.1 Warranty: Consultant represents and warrants to client that it has the experience and ability to perform the services required by this agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial, or municipal laws. Client shall provide requisite training for additional products or services required by this Agreement which are not within consultant's area of expertise.

9. Confidentiality and Non-Disclosure

9.1 Confidential Information: "Confidential Information" shall mean proprietary, financial or technical information owned or possessed by either Party and disclosed to the other Party, and business relationships introduced by the Discloser and disclosed to the other Party. Confidential Information includes; but is not limited to: cost and pricing data, engineering plans and processes, patents, patent applications, product designs and plans, proposals, trade secrets, business and revenue models, non-publicly available contract and past performance information; lists of JV, Client and Teaming partners, business or strategic plans, agreements with third parties and information relating to a Party's Know-how, expertise and services.

9.2 Non-Disclosure Agreement: Consultant agrees that for and during the entire term of this Agreement any information, data, figures, projections, estimates, research, analyses, computer data and any other information gathered as a result of Consultant's performance under this Agreement shall be considered and kept as the private and privileged records of Client and will not be divulged to any firm, individual or institution except on written authorization by Client. Further, upon expiration or termination of this Agreement for any cause, Consultant agrees that Consultant will continue to treat as private and privileged any such information, data, figures, projections, estimates, research, analyses, computer data, and any other information, and will not release any such information to any person, firm or institution, either by statement, deposition or as a witness, except upon written authority of the Authorised Representative of Client, and Client shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information. This non disclosure agreement shall not apply to the exceptions provided in section 9.4 below.

9.3 Confidentiality Agreement: The Parties agree that they will take all reasonable measures to protect the secrecy of and avoid the disclosure of Confidential Information. The Parties further agree that they will notify each-other in writing of any suspected or actual disclosure of Confidential information. This confidentiality agreement shall not apply to the exceptions provided in section 9.4 below.

9.4 Exception to Non-Disclosure and Confidentiality Agreement: The following shall be considered exceptions to the Non-Disclosure and Confidentiality Agreements. By signature of this agreement, client establishes that they have been informed of the following exceptions, and that they agree to the exceptions unconditionally. Client affirms that the following exceptions shall not constitute a violation of the Non-Disclosure or Confidentiality agreements, and waives any right to pursue legal action with regard to the following exceptions.

i. Consultant's direct employees are considered included in this agreement Non-Disclosure and Confidentiality agreement. The sharing of confidential information with consultant's direct employees shall not constitute a violation of the Non-Disclosure or Confidentiality agreements. Client may reserve the right to require direct employees of the consultant to sign and be bound by a Non-Disclosure Agreement and Confidentiality Agreement directly to the client to be allowed to access to confidential information. Such a requirement must be provided in writing to consultant. If such a written requirement is not provided to the consultant, client shall be considered to agree with this exception unconditionally.

ii. Consultant may, at their sole discretion, retain the services of independent contractors as Subject Matter Experts in pursuit of conducting services under this agreement. Independent contractors retained by the consultant shall be bound to the consultant by a Non-Disclosure Agreement and Confidentiality Agreement substantially equivalent to the ones contained in this agreement. Client may reserve the right to require independent contractors retained by the consultant to sign and be bound by a Non-Disclosure Agreement and Confidentiality Agreement directly to the client to be allowed to access to confidential information. Such a requirement must be provided in writing to consultant. If such a written requirement is not provided to the consultant, client shall be considered to agree with this exception unconditionally.

iii. For the clients convenience, consultant utilizes software from Google "G Suite" for digital cloud services. Client agrees that storing confidential information on the digital cloud provided by Google software does not constitute a violation of either the Non-Disclosure Agreement or the Confidentiality Agreement. The details of Google's privacy policies and privacy statement can be found at https://gsuite.google.com/security. Client reserves the right to opt out of this exception by providing the consultant a written requirement that their confidential information not be stored on any cloud software.

10. RELATIONSHIP OF THE PARTIES

10.1 Nonexclusivity: Outside of the bounds of the Non-Disclosure agreement, consultant does not provide, nor agree to any non competition agreements. Client recognizes that consultant may work with other companies, firms, or organizations within the same industry. The terms or conditions of this agreement, in whole or in part shall, shall in NO way agree to, or imply any agreement of an exclusion of any other client.

10.2 Client Interests: Consultant will maintain the highest ethics with regards to clients interests. Consultant will advise Client of Consultant's position with respect to any activity, employment or business arrangement contemplated by Consultant that may be relevant to this paragraph. Regarding services for proposals and similar solicitation responses, Consultant will not perform work on multiple proposals for competing firms on the same solicitation. Consultant abides by a policy of one Client per solicitation, to achieve Client's best interests and maintain integrity.

10.3 Consultant Autonomy: Client will not supervise the day-to-day activities of Consultant in performing the Services under this Agreement. Such day-to-day activities shall be subject to Consultant's sole management and control. Consultant is responsible for its own actions and safety and shall set the required billable hours of work to perform the Services.

10.4 Consultant Assets: Consultant shall be responsible for supplying, at Consultant's sole expense, any equipment, tools, materials, work space, personnel and/or supplies Consultant determines is necessary to accomplish the work to be performed.

11. Legal Considerations

11.1 Disputes: Should any dispute arise, arbitration shall be the first step in resolution. All disputes, controversies, or claims arising out of or relating to this contract shall be submitted for binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The place of arbitration shall be Winnebago County, Illinois.

11.2 Law and Venue: This Agreement shall be construed in accordance with the laws of the State of Illinois with venue for any proceedings brought by either party to enforce the terms hereof, or resulting from an alleged breach hereof, or in any way related to or arising from the provisions in this Agreement, the performance hereof, or the relationship of the parties hereto, to be exclusively in the appropriate Illinois state court for Winnebago County, Illinois, or the U.S. Federal Court for the Northern District of Illinois. In the event of a dispute hereunder, the prevailing party shall be entitled to an award of its reasonable actual attorneys' fees and costs. Captions for Section headings used in this Agreement shall not affect the construction or interpretation of this Agreement. Because the parties have mutually negotiated the terms of this Agreement with the advice of counsel, the rule of construction that the terms of an agreement are construed against the party that drafted the agreement shall not apply.

11.3 Severability: In the event that any of the provisions, terms, or conditions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid, enforceable, and in full effect with the invalid or unenforceable parts severed from the remainder of this agreement.

11.4 Indemnification: Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, and as otherwise stated in this agreement for the collection of billed services by the consultant, each party agrees to indemnify and hold harmless the other party and its respective affiliates, officers, employees, and 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, agents, employees, and permitted successors and assigns that occurs in connection with this agreement. This indemnification shall survive the termination of this agreement.

12. Termination of Agreement

12.1 Consultant's Right to Termination: Consultant may terminate this Agreement by providing two weeks written notice.

12.2 Client's Right to Termination: Client may terminate this Agreement by written notice to Consultant. Immediately upon receipt of any such termination notice, Consultant shall cease performance (unless otherwise instructed) and take all reasonable steps to protect Client's interests. Upon termination, client shall be responsible to pay for hours completed on unfinished work, and agrees to render payment in accordance with section 12.3 below.

12.3 Final Payment: Upon receiving notice of termination, Consultant shall submit an invoice. Invoice will include any hours not yet paid for. Final Invoice shall explicitly include hours completed on work that has not reached a final deliverable, or reached final acceptance by client. If the client exercises their right to termination of this agreement while authorized services are being completed by the consultant, client explicitly agrees to the completed billable hours associated with any unfinished work. Client shall pay Consultant for authorized Services rendered and associated expenses and shall thereafter have no further obligation to Consultant.

13. SURVIVAL

13.1 Post-Termination Agreement Survival: The entirety of this agreement shall survive termination of this agreement until final payment is received by consultant in accordance with section 12.3.

13.2 Indefinite Survival: The following terms and conditions of this agreement shall indefinitely survive the termination of this agreement for any reason:

- Section 3; Pricing
- Section 5: Invoicing and Payment
- Section 7: Intellectual Property, Acceptance, and Liability
- Section 9: Confidentiality and Non-Disclosure
- Section 11: Legal Considerations

14. Other Terms and Conditions

The following terms and conditions also apply, and are provided below:

a. The parties agree to do everything necessary to ensure that the terms of this agreement take effect.

b. Except as otherwise provided in this agreement, all monetary amounts referred to in this agreement are in USD (US Dollars).

c. Consultant explicitly does not warrant, represent, or imply a guarantee that any bids created, advised, or reviewed by the consultant will result in an award or contract. Client hereby acknowledges that they understand that their bids, quotes, estimates, proposals, or any other submissions may not result in an award, contract, or compensation of any kind. Further, client agrees not to hold the consultant responsible for submissions that are not accepted, or do not result in award. Client waives any rights to pursue compensation or suit from consultant for this reason.

d. Unless otherwise stated, all payment terms are Net 30. No prompt payment discounts apply to this agreement.

e. Any amendment or modification of this agreement or additional obligations assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

f. It is agreed that there is no representations, warranty, collateral agreement, or conditions affecting this agreement at the time of assigning except as expressly provided in this agreement. This document constitutes the agreement in its entirety.

g. Consultant agrees that its work product produced in the performance of this agreement shall remain the exclusive property of client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without client's prior written consent.

h. Consultant shall not offer or give a gratuity of any type to any Client employee or agent.

i. Consultant does not represent that it is a lawyer or attorney of any kind. Consultant is not recognized by any Bar association. Client explicitly recognises and understands that they have been informed that consultant is acting in a business advisory role, and not that of an attorney. All services provided under this agreement are explicitly in a business advisory role. No interactions of any kind between the client and the consultant are to be considered legal advice of any kind.

j. Consultant recognizes the following holidays: Christmas, Thanksgiving, and New Years. No services will be provided on these holidays. The client will not be responsible for payment related to days within this agreement that fall on these holidays, unless otherwise agreed to in writing.