



# CONSULTATION FEE AGREEMENT

This consultation fee agreement is between the client (you), \_\_\_\_\_, and the consultant, James Anowai (owner of The Planet Jay), which is also referred to herein as "Jay," "TPJ," "we" or "us." "You" means the person, client or entity who makes this purchase or on whose behalf the purchase is made and any privies. The client is of the opinion that the consultant, TPJ, has the necessary qualifications, experience and abilities to provide consulting services to the client. The consultant is agreeable to providing such consulting services to the client on the terms and conditions set out in this consultation fee agreement. The Planet Jay is permitted to revise these terms at any time as it sees fit, and by using this website ([www.theplanetjay.com](http://www.theplanetjay.com)) you are expected to review these terms on a regular basis.

**In consideration of the matters described above and the mutual benefits and obligations set forth in this agreement, the receipt and the sufficiency of which consideration is hereby acknowledged, the client and consultant (individually the "party" and collectively the "parties" to this agreement) agrees as follows:**

## SERVICES PROVIDED

- You, \_\_\_\_\_, hereby agrees to engage the consultant for \_\_\_\_\_ hour(s) in which the consultant will provide the client with the following consulting services (or the "service"): **Resources or ideas to help in the service to the client.**
- The service will also include any other consulting tasks which the parties may agree on. The consultant hereby agrees to provide such services to the client.

## TERM OF AGREEMENT

- The term of this agreement (or the "term") will begin the date in which compensation is made prior to the start of the service and will remain in full effect until the completion of the service.
- If you are a first-time client, there is a 15-minute free consultation service in which TPJ will provide. First-time clients who wish to continue service after the 15-minute free service, compensation must be made.
- If either party wishes to terminate this agreement, that party will be required to provide a none days' written notice to the other party.

- If either party breaches a material provision under this agreement, the non-defaulting party may terminate this agreement immediately and require the defaulting party to insure the non-defaulting party against all reasonable damages.
- This agreement may be terminated at any time by mutual agreement of the parties.
- Except as otherwise provided in this agreement, the obligations of the consultant will end upon the termination of this agreement.
- The parties agree to do everything necessary to ensure that the terms of this agreement take effect.
- All monies referred to in this agreement are in US Dollars (USD).
- All payment must be made by credit/debit card only through PayPal or Venmo. Any other means of payment with or without the use of a credit/debit card will not be accepted unless authorized by the express permission of TPJ.

### **COMPENSATION**

- TPJ will charge you a fee of \$15/hr for the services (or the "compensation"). You will be invoiced, and payment must be made prior to the start of the services. Invoices submitted by TPJ to you are due within 15 days of the receipt.
- If the agreement is terminated by you prior to the completion of the service, no refund shall be issued once the service have or has already been provided to you and that there has been no breach of contract on the part of TPJ.
- The compensation in this agreement does not include any sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to you in addition to the compensation.

### **REIMBURSEMENT OF EXPENSES**

- TPJ will be reimbursed by you for any reasonable and necessary expenses acquired by TPJ in connection to the services provided and must be pre-approved by you.

### **CONFIDENTIALITY**

- Confidential information (or the "confidential information") refers to any data or information relating to you, whether business or personal, which would reasonably be private or proprietary to you and that is not generally known and where the release of that confidential information could be reasonably be expected to cause harm to you.
- TPJ agrees that they will disclose, divulge, reveal, report or use, any confidential information which TPJ has obtained, except as authorized by you or as required by law. The obligations of confidentiality will apply during the term of this agreement.
- All written or oral information and material disclosed or provided by you to TPJ under this agreement is confidential information regardless of whether it was provided before or after the date of this agreement or how it was provided to the consultant.

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

- All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (or the “intellectual property”) that is developed or produced under this agreement, is the “work made for hire” and will be the sole property of you. The use of the intellectual property by you will not be restricted in any manner.
- TPJ may not use the intellectual property for any purpose other than that contracted for this agreement except with the written consent by you. TPJ will be responsible for all damages resulting from the unauthorized use of the intellectual property.

#### **RETURN OF PROPERTY**

- Upon the expiration or termination of this agreement, TPJ will return to you any property, documentation, records or confidential information which belongs to you.

#### **CAPACITY/INDEPENDENT CONTRACTOR**

- In providing the services under this agreement it is expressly agreed that TPJ is acting as an independent contractor and not as an employee. You and TPJ acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service. You are not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension or any other employee benefit for TPJ during the term. TPJ is responsible for paying and complying with reporting requirements for all local, state and federal taxes related to payments made to TPJ under this agreement.

#### **WAIVER**

- No extension or variation of this agreement will operate as a waiver of this provision.

#### **OBLIGATION**

- TPJ will not voluntarily or by operation of law, assign or otherwise transfer its obligation under this agreement without the prior written consent by you.

#### **ENTIRE AGREEMENT**

- There will be no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

#### **GOVERNING LAW**

- This agreement will be governed and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF** both parties have their names (first and last) in print and their signature with the date. By signing below, both parties understand and have agreed to the terms and conditions set forth in this consultation fee agreement.

**Client's Name (Print):** \_\_\_\_\_

**Client's Signature:** \_\_\_\_\_

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

**Consultant's Name (Print):** \_\_\_\_\_

**Consultant's Signature:** \_\_\_\_\_

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