

LOREN WEISMAN

BUSINESS ADVISOR, SPEAKER & AUTHOR

LOREN WEISMAN ADVISING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “Agreement”) is made as of the date last written below by and among, on the one hand, Loren Weisman, an individual whose business address is 505 Beachland Boulevard, Vero Beach, FL, 32963 (" Loren Weisman or Consultant ") (email: me@lorenweisman.com), and, on the other hand, XXXXXXXXXX sometimes referred to as a “Client” or XXXXXXXXXX

RECITALS

WHEREAS, Loren Weisman is in the business of providing consulting services to businesses and individual clients in respect of a broad array of matters concerning branding, preparing, planning, strategizing, marketing, organizing, producing, releasing, coaching, optimizing, search engine distributing, soliciting, merchandising other related services such as content planning, editorial calendars, social media marketing, business plans, production plans, and developing the execution of these elements therefor.

WHEREAS, Client and its affiliates are in the business of producing, promoting, marketing, distributing, selling and creating physical and digital products as well as physical and digital services as well as events, non profit and for profit organizations and projects.

WHEREAS, client desires to retain Loren Weisman, and Loren Weisman desires to be retained by client for purposes of certain consulting services for a XXXXXXXXXXXXXX (also called the “Project or Projects”).

1. Retention of Loren Weisman. Subject to the terms and conditions set forth in this Agreement, the Client hereby retain Loren Weisman to provide, and Loren Weisman agrees to provide, the Services (as defined in the statement of work document.) to Client in connection with the Projects.
2. Term. For purposes hereof, “Completion” shall mean the tendering by Loren Weisman to Client the “Deliverables” specifically set forth in the Statement of Work attached hereto and incorporated herein as Exhibit A hereof (the “Statement of Work”).
3. Scope of Services. Loren Weisman shall provide the Services to the Client as specifically set forth in the Statement of Work.
4. Client Responsibilities. Client is responsible to fulfill all obligations and requests for content, information and answering consultant questions. Lack of the previously mentioned will not allow the project to achieve the level it will be able to. Client will receive warnings in writing and by phone if project is being delayed or negatively affected by lack of work on the artist part. If client fails to make these changes, the project will be ended. Clients needing more time in certain areas may take away time from other aspects of the statement of work. It is key to stay on schedule and make sure to ask questions as they arise to avoid delays or backups to allow the project to come to the most complete fruition possible. Client may used paid/allotted time to focus in other areas if desired. However, that will change the scope of services and end results if the project is delayed. Client will be made aware of time issues by consultant. There are no refunds for the services. All sales are final. Projects can be put on hold and resumed at a later date if required by client. In the end, it is the follow through of the client to continue the work put in place. Loren Weisman hold no liability, blame or responsibility for the results and the actions of a client regarding their follow through.

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- 5. Payment and Fee - \$XXXXXXXXXX USD
 - 5.1 Option 1 – XXXX
 - 5.2 Option 2 – XXXX

Payment Method Options: Cash, Wire Transfer or Paypal

Payment Option 1 - WF Sure Pay or Money Wire to:
 Wells Fargo Checking Account for Loren T. Weisman
 Account Number – XXXXXXXXXXXX Routing Number – XXXXXXXXXXXX
 Wells Fargo Account Location: XXXXXXXXXXXX

Payment Option 2 – PayPal Payment to:
 PayPal through the PayPal Address: XXXXXXXXXXXX

- 6. Expenses. No Additional expenses go to Loren Weisman. Client is responsible for logo, fonts and all graphics as well as implementation of the plan and the posting formats as well as photos or website redesign unless client has hired Leveraging Smart Inc. or some of the independently contracted team to help with these elements . Client is also responsible for publishing, copyright fees, legal assistance, photos, recordings and any and all other expenses that may arise. Only Costs may include additional graphics, domain purchasing and domain name purchases.

- 7. Independent Contractor. Loren Weisman agrees to perform the Services as an independent contractor and not as a subcontractor, agent or employee of the Client or their affiliates. Loren Weisman is not granted any right, authority or responsibility, expressed, implied or apparent, on behalf of or in the name of the Client to bind or act on behalf of the Client or their affiliates. All writing, direction, designs, production alterations, changes, edits, adjustments or repairs to any music, content, graphics or other media is exclusively owned by the Client. Loren Weisman retains no rights, ownership, percentages, production points or publishing to any work completed for the client. Nothing in this Agreement shall be deemed to create a partnership, joint venture or other business relationship between the Parties. Client is also responsible to stay on date with due tasks and information requests. There are no refunds.

- 8. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Florida, without regard to applicable conflicts of law principles in the US and abroad.

- 9. Modification. This Agreement may not be altered, modified, amended or changed in any manner except pursuant to a written agreement executed and delivered by the Parties.

- 10. Interpretation. The Parties acknowledge and agree that the terms and conditions of this Agreement have been freely and fairly negotiated. Each Party acknowledges that in executing this Agreement it has relied solely on its own judgment, belief and knowledge, and such advice as it may have received from its own legal counsel, and it has not been influenced by any representation or statements made by the other Party or that Party’s affiliates or legal counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date: XXXXXXXXX or after payment through Cash, WF Sure pay or Paypal, activates the invoice.

CLIENT:XXXXXXXXXXXXXXXXX: Signature: _____ Date: _____

CONSULTANT: Loren Weisman: Signature: _____ Date: _____