

Client/Advocate Contract and Agreement Community Advocacy Services

This consulting agreement (the "Agreement") is made and entered on _____ (the "Effective Date") by and between Exceptional Expectations, LLC (hereinafter referred to as the "Advocate") and _____ (hereinafter referred to as the "Client").

1. Services

The Advocate will provide the following advocacy and support services for the Client:

Services provided by the Advocate may include, the following and depend on the specifics of the case:

- Assessments, interviews and other inquiries to properly ascertain eligibility criteria
- Procuring and completing documents needed for the desired service or eligibility and submitting these to the appropriate agency
- Following up with the respective agencies via personal, telephone, electronic or written communications.
- Mentoring and guiding the Client in completing portions of the application process that must be done by the Client and cannot be designated.

Services may also include:

- Notary services
- Apostille services
- Fingerprinting services
- Mobile and/or concierge services required for any of the above necessary for the procurement of the required documents and/or the delivery of the respective documents

The scope of services will be subject to change from time to time, based on changing eligibility criteria which are not under the control of the Advocate. The Advocate will keep the Client apprised of any changes in as much as they affect the service or eligibility the Client seeks to procure.

The services will be rendered from the Advocate's location subject to change as necessary to properly service the Client. The Advocate will perform the services in a competent and professional manner. The Advocate will comply with applicable laws.

2. Compensation

For community advocacy services such as applications for services and entitlements, the Client agrees to pay the Advocate a fee of \$250.00 for the initial evaluation and plan as well as the respective documentation. This fee is payable upon execution of this contract. If additional services are needed at a time in the future, beyond the initial evaluation and plan, the Client agrees to pay the Advocate at a rate of \$50.00 per hour, to be charged in ¼ hour increments. The Advocate will maintain adequate documentation and records to support all costs invoiced to the Client. The Advocate will provide an itemized list to the Client.

The Client has the right to elect to not engage the Advocate's services after the initial evaluation and plan, in which case the Advocate will not provide any services beyond the initial evaluation and plan and no hourly fees will be incurred. The Client must request termination of further efforts on behalf of the Advocate in writing.

The Client may approach the Advocate and request the Advocate to re-engage with the service or eligibility desired which had previously been terminated. However, if a significant amount of time has lapsed since the initial engagement of the Advocate, eligibility criteria and/or legal guidelines may have changed. If this is the case, the Client agrees to pay to the Advocate a fee of \$100.00 for an additional evaluation and plan after which the Client agrees to pay the Advocate at a rate of \$50.00 per hour, to be charged in ¼ increments, as detailed above.

Notary and Apostille Services will be compensated at a rate dependent on the complexity of the requested service. Apostille services may require travel to the respective state agencies which may be located anywhere within the United States, in case expedited service is requested by the Client. Regular, non-expedited service may be provided via the postal service in which case overnight shipping fees may occur which will have to be reimbursed by the Client separately. All expenses will be paid by the Client prior to the release of the documents these expenses pertain to. A detailed breakdown of all expenses will be provided to the Client.

Costs for local notary services as well as fingerprinting services will be assessed as is customary for said services in Connecticut and will be negotiated with and paid for by the Client prior to providing said notary or fingerprinting services.

3. Term and Termination

This agreement will commence with the execution of this contract and continue until a decision has been rendered regarding the desired service or eligibility. Either party may terminate this agreement at any time upon thirty (30) day notification. Upon termination, the Advocate shall be entitled to receive compensation and reimbursement for any work accrued, but not paid by the Client.

4. Confidential Information

Both parties acknowledge that there is an exchange of confidential and proprietary information associated with this agreement. Confidential and proprietary information may include documents, communications, plans, processes, financial information, and other forms of tangible or intangible items owned by the Client. Confidential and proprietary information does not include information within the public domain, information that has been publicly known prior to the execution of this agreement, or information that the Advocate developed independent of any confidential information.

The Advocate will not divulge, disseminate, publish or otherwise disclose any information without the prior consent of the Client. The Advocate will not use any information for purposes other than the performance of services described in this agreement.

5. Indemnification

Notwithstanding other provisions of this agreement, the Client shall indemnify, defend and hold harmless the Advocate against claims, liabilities, damages, losses or other obligations which may arise from this agreement.

The Client also concedes that a successful procurement of desired services or eligibilities depends on eligibility criteria not under the control of the Advocate. If the Client should not meet the necessary eligibility criteria and the respective application fails the Client indemnifies the Advocate from responsibility.

6. Relationship of Parties

The parties agree that this agreement creates an independent advocacy relationship, not an employment relationship. Neither party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other, and neither shall have the right or authority to contract in the name of the other, nor shall it assume or create any obligations, debts, accounts or liabilities for the other.

7. Role of the Advocate

The Advocate will not make management decisions on behalf of the Client. The role of the Advocate shall be advisory in nature with no perceived conflicts of interest prior to, during or after the engagement with the Client. This role will also extend to any third parties that the Advocate may use during the course of the engagement.

8. Governing Law

This agreement shall be construed and interpreted in accordance with the laws of the State of Connecticut. Any legal disputes arising from this contract will be handled via private arbitration or, failing this, in Small Claims Court in New London County.

9. Entire Agreement

This agreement represents the entire understanding of the parties superseding all prior agreements, understandings and discussions whether conveyed orally or in writing, and there are no other warranties, commitments, understandings or representations with respect to this agreement.

I represent that I have the authority to enter into this agreement:

Advocate

Client

Name: **Melissa Gomez**
Exceptional Expectations, LLC
Title: **Owner and Principal Proprietor**

Name:

Date