**CONSULTATION AGREEMENT**

THIS AGREEMENT is made effective as OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between **AdvocATX**, a Limited Liability Company, with a mailing address of 11533 Sweet Basil Ct Austin, TX 78726 and \_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Client and Company (sometimes collectively referred to herein as the “**Parties**”) agree to the following terms:

1. **Term of Agreement**. The term of this Agreement will start on the Effective Date, and will continue until the Agreement is terminated by either party, as provided below.
2. **Services Requested**. Company will provide the consulting services requested and agreed upon as set forth in the **Consulting Plan (Exhibit A)** that is attached to this Agreement and hereby incorporated by reference **(the “Services”)**. Clients shall perform actions and provide all documentation necessary for the Company to render the Services, including, but not limited to, authorizing various parties to speak with the Company if required, and completing and signing applicable HIPAA forms. Please understand that this, together with your payment obligations described below, is a major obligation on your part that must be fulfilled.
3. **Rates, Fees, & Retainers**. Company will provide the Services to Client hourly at the rate of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Company shall not begin work or provide ay Services whatsoever until the Initial Retainer is received, deposited, and cleared in the Company’s bank account. If the Client terminates this Agreement before the balance of the Initial Retainer has been exhausted, the remainder of the Initial Retainer shall not be refunded to Client.
4. **Additional Retainers**. If the Initial Retainer is exhausted prior to the Company’s completion of the Services and/or the termination of this Agreement by either the Client or Company, the Client shall forthwith pay an additional sum in whatever amount is necessary to bring the total retainer balance back up to $1,250.00. Company may suspend or discontinue its performance of the Services until Client pays the amount necessary to replenish the Total Retainer.
5. **Payments**. Payments may be made to company by Certified Check, Money Order, Bank Wire Transfer, or Cash. The Company does not accept credit card payments or personal checks as a method of payment. Bank or certified checks are to be made payable to AdvocATX are are to be mailed to 11533 Sweet Basil Ct Austin, TX 78726.
6. **Cancellation of Visits (if applicable).** Cancellations may be made up to 24 hours in advance of a scheduled visit without charge. Company reserves the right to charge a cancellation fee of $100.00 for a scheduled visit if sufficient notice is not given.
7. **Payment Guaranty—if applicable**—If a person other than the Client agrees to guaranty or be primarily liable for the Company’s fees and expenses hereunder, as a condition of the Company performing the Services, that person shall execute a **Payment Guaranty Agreement** in the form attached hereto as **Exhibit B** and incorporated herein by reference.
8. **Termination.** Either Client or Company may terminate this Agreement at any time and for any reason, upon written notice to the other party (email is acceptable). If either Party terminates this Agreement, all amounts due to Company at the time of termination will be immediately due and payable. Failure to pay will entitle Company to exercise all rights and remedies available to it under this Agreement, including without limitation those set forth in Section 4.
9. **Governing Law**. This Agreement shall be governed by the laws of the state of Texas, without regard to its conflicts of law provisions.
10. **Capacity/Independent Contractor**. Company is acting as an independent contractor an NOT as an employee in providing the Services under this Agreement. The Company and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for Services.
11. **Voluntary Execution of Agreement**. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties. The Parties acknowledge that:
    1. **They have read this agreement**
    2. **They have been represented, or, in the alternative, hav had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice.**
    3. **They understand the terms and consequences of this Agreement; and**
    4. **They are fully aware of the legal and binding effect of this Agreement.**
12. **Arbitration.** The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by arbitration to be held in Austin, Texas in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction within the state of Texas. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of the Parties shall separately pay attorney fees and expenses of such arbitration, and each of the Parties shall separately pay attorney fees and expenses.
13. **Severe/Bad Weather.** In severe weather, Company may determine it is not safe for a member of the Company to travel and provide Services to Client on that day and may have to cancel. When this occurs, Company will notify Client and reschedule.
14. **Waiver and Amendment.** Any waiver by Company of any of the terms or conditions of this Agreement shall not constitute an on-going or future waiver of such terms and conditions. This Agreement may not be amended or modified except by a duly signed writing referring to the specific provision to be amended or modified.
15. **Disclaimer.** Company is a professional, private patient advocacy business. The Services that Company provides are NOT payable/reimbursable by Client’s health insurance company. Client must pay to Company the Company’s fees up front without expectation of reimbursement of such fees from any third party.

**Client acknowledges that Company is not providing Client with medical advice or legal advice.** Client should seek medical advice from one or more duly licensed physicians before making any decision related to medical care. Client should seek legal advice from one or more duly licensed attorneys before making any decision related to legal matters. Company provides general information, logistical support, guidance, and emotional support, but does NOT provide legal advice or medical advice. Client acknowledges that any decision must be made by Client and/or Client’s representatives, and NOT by the Company. Client agrees to hold the Company harmless from any decision or action that Client makes in connection with or as a result of any information Client receives from Company, Company’s website, or any other Company promotional materials.

1. **Entire Agreement.** This agreement constitutes the entire agreement with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among the Parties hereto and their affiliates.
2. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if an provision fo this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.
3. **Counterparts/Electronic Signatures.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of an email or other electronic medium shall have the same force and effect as an original signature. Your signature below indicates that you have read, understand and are in agreement with the terms and conditions of this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Name (Please print above)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Signature

Client’s Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AdvocATX**

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