



LARA STRATEGIC ADVISORS, INC.

6528 Greenleaf Avenue, Suite 226, Whittier CA 90601

(213) 863-8833

(626) 482-9511

GENERAL TERMS OF SERVICE AGREEMENT

1. This document will serve as a Service Agreement (Contract) for the proposed consulting and training services provided by Consultant. (*Consultant*) to Client. (*Client*).
2. The Professional Service Agreement proposal is valid for a period of up to sixty (60) days, after which if initiation execution has not successfully sufficed, the Consultant reserves the right to revise the estimated fee and other terms specified herein.
3. The undersigned agrees to pay the Consultant for work performed in accord with the terms of the Service Agreement-without regard to the success of the project. Consultant cannot and does not warranty or guarantee the success of Client's related business objectives.
4. In the event Client choses to terminate this Service Agreement, and Client chooses legal remedies against the Consultant as an option, the liability of such claims against the Consultant shall not be greater than reimbursement of all fees paid to the Consultant, by the Client under the terms of this Service Agreement. In addition, Consultant shall not be held liable for any other fees paid by Client, including attorney's fees.
5. Accounts rendered are due and payable by the Client upon receipt of invoice. Payment is due promptly upon receipt of invoice. Overdue payments beyond 30 calendar days shall be subject to a 1 1/2 % arrears fee for interest and handling charges per month of the outstanding past due amount. In the unfavorable event that the Client defaults in making payments pursuant to this Service Agreement, the Client shall be responsible for all the Consultant's collection costs, including reasonable attorney's fees. The Client understands that Consultant is not an attorney and makes no representation as such.
6. Consultant may obtain access to certain confidential information about Client. Such confidential information constitutes valuable, special and unique property of Client. Consultant agrees not to make any use or disclosure of such confidential information to any other person for any reason or purpose.
7. Client shall indemnify, defend, and hold harmless Consultant from any action, liability, claims, loss, damage or expense of any kind or nature, including reasonable attorney's fees, and any consequential, special, indirect, exemplary, punitive, or other damages whether in contract, tort or any other legal theory, caused by or arising out of (1) the breach of any of Client's representations, warranties, or agreements hereunder, or (2) the gross negligence or wrongful acts to persons or property caused by or sustained in connection with the performance of this Agreement, and the defense of any such claims or actions. Lara Strategic Advisors, Inc. shall not be liable, and explicitly if the city disapproves upon the merit and/or finding of the Client's project.
8. All project work is to be completed in a workman like manner according to standard practices,
  - a. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders and is subject to an extra charge over and above the estimate.
  - b. Supplementary work not outlined herein, and any specifications resulting from additional city agency requirements and/or further Client requests, including, but not limited to, redesign and extra copies of plans for Client processing and submittals, will be invoiced separately.
  - c. Excluding contingency overrun, any project changes of projects description, and/or extra work cost not outlined on plans, unforeseen city department requirements or modifications to the proposed project covered by this contract shall be added to the contract price with signed change order before commencement/continuation of work.
  - d. Service Agreement and all work performed herein is non-refundable, regardless of the status of plans once start of design and contract has been signed.
9. Client and Consultant agree that in the performance of the services contemplated herein, Consultant is an independent contractor, and is not an agent or employee of Client.
10. This Agreement may be terminated by Client or Consultant at any time, and for any reason, *upon 30-days written notice*. If Consultant is terminated for any reason, Consultant shall make reasonable attempts to finish "work" in progress and will be entitled to compensation for the reasonable value of the services rendered up to the termination date in performing the consulting services.