

Consulting Retainer Agreement



This agreement is made this ____ day of _____, 20____, between The Apple Group LLC, herein after referred to as The Consultant, located at 3697 Woodlake Drive, Bonita Springs, Florida 34134 and _____, herein after referred to as The Client, located at (street address, city, state and zip) _____.

The Client hereby retains and employs The Consultant for the following Consulting Services.

Description of Services:

The Consultant shall charge The Client for the above described business consulting, coaching or training services an hourly fee at a rate of \$250.00 per hour or at the prevailing flat rate as listed on the website, AppleLLC.net. Payment terms are Net Due upon receipt of consulting and coaching services. Training services shall be paid in advance via the website.

Client hereby agrees to pay Consultant for all services provided including any expenses that pertain to those services. Expenses incurred will be billed at The Consultant's actual cost.

In consideration for payment received, Consultant agrees to perform to the best of his/her ability with due diligence in the execution of the above mentioned services. The Consultant will have no control over actual business decisions made by the Client or be responsible for any financial results resulting from those decisions.

In the event for the need of legal action to enforce any provision of this Consultant Retainer Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Both parties agree that any proprietary property developed by The Consultant for The Client shall be the exclusive property of The Client and shall not be used for any other purpose by either party. Any intellectual property owned by The Consultant and used in the performance of services for The Client shall remain the property of The Consultant including copyrighted material, systems, procedures or samples and may not be

resold or disclosed by The Client in any manner. All training materials including, written, audio and video content, is the sole intellectual property of The Consultant and shall remain so if used in connection with any and all training and may not be copied, reproduced or distributed by The Client. All training is performed live by The Consultant and is not available for rebroadcast by The Client.

Non-Disclosure

In the course of performing business coaching, consulting and training services, both parties recognize that The Consultant may come in contact or become familiar with information, which The Client may consider confidential. This information may include, but is not limited to, information pertaining to sales strategies, pricing guidelines, financial information or confidential information between The Client and its manufacturers and suppliers which information may be of value to a competitor. The Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate personnel employed by The Client or its designees. The Client hereby agrees that any services provided by The Consultant shall be for the sole use of The Client and its employees and may not be disclosed in any way to other industry organizations including door dealers, manufacturers, suppliers or trade groups.

Applicable Law

This contract shall be governed by the laws of the State of Florida in Lee County and any applicable Federal Law.

Signature of Client

Date _____

The Apple Group, LLC



Daniel R. Apple, Managing Partner

Date _____