



FULL SERVICE CONSULTING AGREEMENT

This Full Service Consulting Agreement (“Agreement”) is made as of _____, 20__ (the “Effective Date”), by and between PBI Laundry Consulting, Inc. (“Consultant”), a California corporation, with its principal place of business located at P.O. 790, Lake Forest, California 92609, and _____ (“Client”), a/an individual/partnership/corporation/limited liability company.

1. **PURPOSE.** Consultant is knowledgeable and experienced in the vended laundry industry, and Client is interested in purchasing a vended laundry business. Client desires to retain Consultant to provide consulting services in connection with the potential purchase of a vended laundry business.

2. **TERM.** This Agreement shall be effective from the Effective Date through the earlier of Client’s purchase of all or substantially all of the stock, interest, or assets of a company that owns and/or controls a vended laundry business or termination pursuant to paragraph 7 below (“Term”).

3. **CONSULTING SERVICES.** Consultant shall provide the following consulting services (“Standard Services”):

a. *Education:* Consultant shall provide educational information regarding the purchase and operations of vended laundry businesses, including, business model types, operational needs, processes and procedures, equipment needs, staffing considerations, location, and purchase considerations.

b. *Search Assistance:* Consultant will assist Client in searching for and identifying target businesses that suit Client’s investment criteria.

c. *Support:* Consultant shall provide telephonic and online support services to Client by making its agents reasonably available to answer questions concerning the search and identification of target businesses, general operational considerations, due diligence, acquisition strategy, target business valuation, lease review and recommendation, marketing, long-term planning considerations and other investment and purchase considerations.

d. *Due Diligence:* Once one or more target businesses have been identified, Consultant shall provide Client with a list of information and documents to collect for the purposes of analyzing the target business(es) (“Due Diligence”). Client shall be solely responsible for collecting Due Diligence, whether from seller or an independent source, and shall not rely on Consultant to procure or follow up on the collection of any Due Diligence. Consultant shall assist Client in evaluating the Due Diligence by reviewing and analyzing Due Diligence, including any applicable commercial leases, answering Client questions, identifying potential benefits and drawbacks of the business, and identifying matters requiring further investigation.

e. *Laundry Reviews:* After all Due Diligence has been collected, or as much as reasonably possible, Consultant shall provide Client with its final assessment, which shall include Consultant’s opinions concerning the value of the business(es), their potential to generate profit, and market area analysis, so that Client may determine whether Client desires to purchase the business(es) under consideration by Client.

4. **CONSULTING FEE.** Client shall pay Consultant _____ dollars (\$_____.00) (the “Consulting Fee”) in consideration for the Standard Services. The Consulting Fee must be paid upon execution of this Agreement, by credit card or check payable to “PBI Laundry Consulting, Inc.” and mailed to P.O. 790, Lake Forest, California 92609. Consultant shall have no obligation to perform any Standard Services until the Consulting Fee has been paid. Client shall receive a credit of _____ dollars (\$_____.00) toward the Consulting Fee.

5. **TRAVEL, ONSITE, AND MEETING FEES AND EXPENSES.** The services do not include face to face meetings, on-site inspections of the target business(es), or travel to and from any location. If Client requests such meetings or inspections, or any other service requiring travel (collectively, “Onsite Services”), and Consultant agrees to provide such Onsite Services, then Client shall pay Consultant an additional fee at the rate of _____ dollars (\$_____) per hour, for each hour or any fraction thereof, that Consultant spends performing such Onsite Services including time to travel to and from the location. All Onsite Services are subject to a three (3) hour minimum. Client shall further reimburse Consultant for all expenses incurred in connection with Consultant’s travel at Consultant’s actual cost, except for motor vehicle mileage which shall be charged at the applicable Standard Mileage Rates published by the Internal Revenue Service. Motor vehicle mileage charges start twenty (20) miles from Lake Forest, California 92609.

6. **ADDITIONAL SERVICES.** All “Additional Services”, which are all services beyond the scope of the Standard Services, and the respective fees for such Additional Services, whether requested by Client and agreed to by Consultant at the time of the execution of this Agreement, or hereafter, shall be set forth on Attachment “A”, which is attached hereto and incorporated herein by reference.

Client has elected Additional Services. See Attachment “A”.

7. **TERMINATION.** This Agreement may be terminated: (a) upon the parties' mutual written agreement; or (b) by either party with thirty (30) days' advance written notice to the other. Client acknowledges and agrees that all fees paid are non-refundable, notwithstanding any termination of this Agreement.

8. **NO GUARANTEES.** All services and information provided by Consultant are based on its knowledge and experience in the vended laundry industry. The advice, advisements, and/or recommendations provided by Consultant are mere opinions and not a promise or guarantee of success or that a particular event or result will occur. Such advice, advisements, and/or recommendations, are further not intended to be, nor should they be construed as legal or tax advice. Client is encouraged to seek competent legal counsel and tax advice in connection with the purchase of any business.

9. **NOT A BROKER.** Client acknowledges that Consultant is acting as a consultant, and not a Broker for Client. Consultant's services do not include transacting business or negotiating as an agent on behalf of Client involving the sale, lease or financing of any business opportunity, real property or real property secured loan. Consultant's principal does provide brokerage services which requires a separate written agreement signed by Client and Consultant's principal for brokerage services.

10. **INDEPENDENT CONTRACTOR STATUS.** Consultant shall perform all services as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the parties of this Agreement, except as principal and Client's independent contracting agent.

11. **CONFIDENTIALITY.** Client acknowledges that in connection with Consultant's performance of services, that Client may obtain Confidential Information (as defined herein below), which be transmitted orally, visually, in writing, or in other tangible forms concerning Consultant's business, operations, or clients, and potential target businesses. Client covenants that Client shall hold and maintain all Confidential Information in strictest confidence and shall not use, publish, or otherwise disclose Confidential Information for Client's own benefit or the benefit of any third party, to the detriment of Consultant, without the prior written consent of Consultant. Client shall only use Confidential Information as required by Client, in the normal course of receiving services under this Agreement, and shall not use, publish, or otherwise disclose any Confidential Information to anyone, other than authorized persons designated in advance by Consultant. For the purpose of this Agreement, "Confidential Information" means any advice provided by Consultant to Client, information concerning potential sellers or target businesses, and/or information related to Consultant's business, operations, or clients.

12. **MISCELLANEOUS.**

a. *Representations and Warranties.* The parties represent and warrant to each other that the person executing this Agreement on each party's behalf is duly authorized to enter into and bind that party to this Agreement.

b. *Survival.* Each paragraph, section or clause that is meant to survive shall survive the expiration or termination of this Agreement.

c. *No Assignment.* The parties herein represent and warrant that they have not assigned or transferred, or purported to assign or transfer, any right or obligation under this Agreement, to any other party, person, partnership, association or corporation.

d. *Successors and Assigns.* This Agreement shall be binding on, and inure to the benefit of the parties, and their respective heirs, representatives, agents, successors or assigns.

e. *No Waiver.* No waiver of any provision of this Agreement will be valid unless in writing and signed by the party waiving the right, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

f. *Governing Law/Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of law principles. This Agreement shall be deemed executed and performed in Orange County, California. Any action to enforce or interpret this Agreement shall be brought in the Orange County Superior Court.

g. *Attorney's Fees and Costs.* If any action at law or in equity or any other proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorneys' fees, incurred by reason of such action.

h. *Headings.* The parties acknowledge and hereby agree that headings used in this Agreement are for convenience only, and do not modify, alter, or otherwise affect the express terms of said Agreement.

i. *Advice of Counsel.* The parties represent and warrant to each other that each party has read and fully understands the terms and provisions of this Agreement, has had an opportunity to review this Agreement with independent legal counsel of that party's choice, at that party's own expense, and has executed this Agreement based upon the party's own judgment and advice of independent legal counsel (if sought).

j. *Modification.* This Agreement may not be amended, modified, superseded, or terminated in whole or in part except by a writing signed by the parties.

k. *Counterparts.* This Agreement may be executed in counterparts with facsimile signatures, each of which shall be deemed an original and all of which, together, shall constitute one Agreement. A complete copy of this Agreement shall be admissible in any action or proceeding to the same extent as an executed original of this Agreement.

1. *Severability.* If any provisions of this Agreement shall be deemed invalid or unenforceable, then the invalid or unenforceable provisions shall be struck and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

m. *Entire Agreement.* This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the settlement of the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreements as of the Effective Date.

PBI LAUNDRY CONSULTING, INC.

Date: _____

By: _____
Its: _____

CLIENT

Date: _____

By: _____
Its: _____

