

Consulting Services Agreement

This Consulting Services Agreement (“**Agreement**”) is between _____, a _____ registered in the State of _____ (“**Company**”), on the one hand, and Crown Investor Institute LLC, a Georgia limited liability company (“**Consultant**”), on the other hand. Company and Consultant are each a “**Party**” and collectively, the “**Parties**.”

PRELIMINARY STATEMENTS

1. Company desires to obtain the benefit of Consultant’s knowledge, expertise and experience, and to engage Consultant in regards to certain Consulting Services.
2. Consultant has the skills and abilities necessary to accomplish the Consulting Services, and is otherwise ready, willing and able to perform them.

AGREEMENT

In consideration of the terms, conditions, covenants, representations and warranties stated below, and other good and valuable consideration, the receipt and value of which are acknowledged, Company and Consultant agree as follows:

3. **Engagement.** Company engages Consultant to provide certain Consulting Services that, from time to time, will be set forth on addendums to this Agreement executed by and between the Parties and attached hereto and incorporated herein by reference (each, an “Addendum”)
4. **Term; Termination.** The “Term” of this Agreement shall commence upon the execution by the Parties of an Addendum, and shall terminate upon the expiration of the services term set forth in such Addendum; provided, however, that the Parties anticipate executing multiple Addendums to this Agreement to cover various Consulting Services, and the Term of this Agreement shall continue for as long as any service term contained in any Addendum remains in effect. This Agreement shall not be terminated until each and every Addendum executed by the Parties has expired naturally in accordance with its terms or in accordance with any termination of the Addendum provided therein, after which event either Party may terminate this Agreement, effective immediately, by providing written notice to the other Party. If this Agreement has not been so terminated, a new Term shall commence upon the execution of a new Addendum(s).
5. **Obligations of Company.** During the Term, Company agrees as follows:
 - (a) Data and Information. Company will provide Consultant with such data, information and documentation (including Confidential Information) that Consultant determines reasonably necessary for Consultant to perform the Consulting Services. Consultant shall promptly notify Company in

writing, stating in reasonable detail what may, in Consultant's opinion, be necessary to the Consulting Services and their performance.

(b) Reimbursement of Expenses. Company shall reimburse Consultant for those reasonable expenses incurred directly in performing the Consulting Services, exclusive of the expenses incurred in the day-to-day operations of Consultant's offices and business, and other, non-Company specific activities and undertakings. If Consultant has cause to believe expenses may exceed \$1.00 in any month, Consultant shall inform Company and obtain its written consent before incurring any expenses greater than said amount. In addition, Company shall reimburse Consultant for reasonable expenses incurred for travel, lodging, and meals while traveling to provide the Consulting Services solely as required and directed by Company. Consultant will invoice Company, and be paid by Company, in each instance consistent with Section 4.

6. **Payment**. In return for the Consulting Services, Company shall compensate Consultant in accordance with each Addendum, it being understood by the Parties that Consultant may be due separate payments concurrently pursuant to separate Addendums. Except as provided in the Addendums, reimbursement of expenses will be made no later than ten (10) calendar days following Company's receipt of Consultant's applicable invoices. Consultant may transmit to Company all invoices required under this Agreement electronically. If payment is not received by Consultant within such ten (10) calendar day period for expenses or as provided in each Addendum for Consulting Services, Consultant may terminate any or all Addendums and this Agreement immediately and recover from Company all costs of collection including reasonable attorney's fees incurred and interest on such amount due at the rate of 1.5% per month until paid in full.

7. **Relationship of Parties**. Consultant is an independent contractor and not an employee, joint venturer, agent or partner of Company. Company will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit for Consultant or Consultant's employees, contractors, subcontractors or agents unless specifically authorized by Company in writing. Company is not undertaking any responsibility for supervising, controlling, or directing the performance of Consultant's obligations, and Consultant shall exercise Consultant's own professional judgment and shall control the way the Consulting Services are performed, subject only to this Agreement. Neither Consultant nor any of Consultant's employees, contractors, subcontractors or agents has any right or authority, whether actual or apparent, to: (a) bind Company by contract or otherwise; or (b) to speak for or act in the name of Company.

8. **Confidentiality Obligations**. Consultant acknowledges it shall obtain certain trade secrets and other valuable, proprietary and confidential information of Company relating to Company's business and operations (collectively, "Confidential Information"). Confidential Information may include, without limitation, (a) information or materials which relate to Company's operations, services, clients, client lists, program, methodologies, techniques, procedures, marketing information, costs, and business plans; (b) financial information regarding Company, and its clients and employees; and (c) any other information relating to Company's business identified by Company in writing as confidential. Consultant shall not disclose or otherwise communicate any of Company's Confidential

Information obtained or otherwise learned during the Term by Consultant to any person, firm, corporation, or other entity, for any reason or purpose whatsoever. Further, upon the termination of this Agreement, regardless the reason, and except for information that is stored on routine back-up media solely for the purpose of disaster recovery or in accordance with policies and procedures implemented in order to comply with applicable law, regulation or professional standards, Consultant shall promptly return any and all Confidential Information of Company then in Consultant's possession. Consultant's obligations under this Section as it relates to the Confidential Information that is a trade secret under the Georgia Trade Secrets Act of 1990 (the "Act") will apply as long as the Confidential Information remains a trade secret under the Act, and Consultant's obligations under this as it relates to the Confidential Information that does not constitute a trade secrets under the Act will apply for as long as such Confidential Information remains confidential. Notwithstanding the foregoing, the prohibitions of this Section will not apply to information that: (i) becomes part of the public domain through no wrongful act of Consultant; (ii) is rightfully disclosed to the Consultant by a third party not subject to a duty or obligation of confidentiality as to that information; or (iii) is developed by Consultant entirely independent of any disclosure by Company. Consultant may further disclose Company's Confidential Information in response to a subpoena, civil or criminal investigative demand from a governmental agency or authority, or other process of law, although Consultant must first provide Company prompt written notice before any such disclosure so that Company may exercise legal means to prevent it. Consultant agrees to reasonably cooperate with Company (at Company's costs) in preventing any disclosure of Company's Confidential Information, in any manner or degree as Company may reasonably request. If Consultant's counsel determines it would be a violation of law for Consultant to furnish notice to Company of any subpoena, investigative demand or other process of law, or that disclosure of Company's Confidential Information must otherwise be made, Consultant shall nonetheless limit disclosure of Company's Confidential Information only to that portion that is strictly necessary to comply with Consultant's legal obligation to disclose.

9. Representations and Warranties. Consultant represents and warrants that: (a) Consultant has full right and authority to sign this Agreement, and (b) Consultant has the requisite skills, knowledge, abilities and capacity to undertake and perform the Consulting Services. Company represents and warrants to Consultant that: (a) it has all right and authority to sign this Agreement; and (b) no data or information provided to Consultant by Company under this Agreement will infringe upon the intellectual property or other rights of a third party.

10. Indemnification.

(a) Consultant will indemnify, defend and hold harmless Company, and its members, directors, officers, employees, and agents (collectively, "Company Indemnitees") against all claims, losses or actions, incurred by a Company Indemnitee if due to any misrepresentation or breach of any obligation, covenant, representation or warranty by Consultant, in the performance of the Consulting Services.

(b) Company will indemnify, defend and hold harmless Consultant, and its members, directors, officers, employees, and agents (collectively, "Consultant Indemnitees") from and against all third-

party claims, actions, or losses incurred by a Consultant Indemnitee if due any misrepresentation or breach of any obligation, covenant, representation or warranty by a Company Indemnitee.

(c) The Indemnifying Party will be responsible for all reasonable costs, fees and expenses arising under this Article, including those of counsel, except for those costs, fees and expenses that the Indemnified Party may incur for separate counsel of its choice after the Indemnifying Party has assumed the defense of a claim.

(d) The Indemnified Party shall not unreasonably refuse, condition or delay its consent and agreement to any reasonable settlement that the Indemnifying Party might recommend that by its terms first, obligates the Indemnifying Party to pay the full amount of all associated damages and losses; second, releases the Indemnified Party completely from liability; and third, does not impose any material, adverse effect upon the Indemnified Party, including due to any admission of wrongdoing by the Indemnified Party.

11. Covenants.

(a) **Agreement Not to Solicit Employees.** While Consultant is performing Consulting Services for Company and for a period of 60 months following the date Consultant ceases to provide Consulting Services hereunder (the “**Termination Date**”), Consultant will not, either directly or indirectly, on Consultant’s own behalf or on behalf of any other person or entity, engage in active hiring efforts, solicit or induce any person who is an employee of Company and was an employee of Company while Consultant performed Consulting Services to leave or cease his or her employment with Company, or hire or engage the services of such employee, to provide services of the type provided by the employee for Company.

(b) **Agreement Not to Solicit Clients.** While Consultant is performing Consulting Services for Company and for a period of 60 months following the Termination Date, Consultant will not solicit, or attempt to solicit, directly or indirectly, on Consultant’s own behalf or on behalf of any other person or entity, any business from Company’s Clients with whom or with which Consultant had material contact, for purposes of providing products or services that are competitive with those provided by Company to Company’s Clients.

(c) **Non-Circumvention of Business.** While Consultant is performing Consulting Services for Company and for a period of five years following the Termination Date, Consultant will not act in such a fashion to affect the contractual relationship between Company with Company’s Clients or try to persuade any of Company’s Clients to cancel or not do business with Company in the future.

(d) **Third Parties.** During the Term, and for three years after, Company agrees not to contact any third-party that is or may be involved in the implementation or provision of the Consulting Services, or that Company learned of through or was introduced to by Consultant in connection with the Consulting Services without the express written consent of Consultant, which consent may be denied by Consultant in its sole discretion for any reason or no reason, without explanation.

(e) **Creating a Duplicate System.** During the Term, and for three years after, Company agrees not to, directly or indirectly, create a system to duplicate ideas/revenues that were disclosed to them by Consultant or that Company learned of through, or was introduced to, by Consultant in connection with the Consulting Services without the express written consent of Consultant, which consent may be denied by Consultant in its sole discretion for any reason or no reason, without explanation.

12. **Complete Agreement; Amendment.** This Agreement constitutes the entire understanding and agreement between Consultant and Company regarding its subject matter, and as to that subject matter, supersedes and terminates all prior oral and written agreements, arrangements, term sheets, letters of intent, understandings, representations and warranties. This Agreement may be modified or amended if made in a writing duly signed by both Parties.

13. **Controlling Law and Jurisdiction.** This Agreement is made and entered into, and is to be performed in, the State of Georgia. The laws of Georgia govern and control all matters pertinent to this Agreement, without regard to Georgia's or any other states conflict of law principles. The Superior Court of Gwinnett, County, Georgia will be the sole and exclusive jurisdiction and venue for all disputes hereunder.

14. **Assignment.** Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party; provided, however, that this Agreement shall be assigned, with or without consent of the other Party, to a purchaser of substantially all of the assets or all of the stock, shares or interest of such Party.

15. **Waiver.** A Party's failure to enforce any provision of this Agreement will not waive or compromise that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. **Severability.** If any provision or part of a provision of this Agreement is held invalid or unenforceable in whole or in part for any reason in any jurisdiction where enforcement is sought, and cannot be reformed or revised as permitted under law or this Agreement, then that invalidity or unenforceability will not affect any other provision or part of a provision, and this Agreement shall be construed as follows: (a) if possible, as if the invalid or unenforceable provision or part of a provision had been effectively modified to the extent necessary to avoid the illegality or unenforceability; or (b) if modification is not possible, then the invalid or unenforceable provision or part of a provision shall be struck from this Agreement and the remainder interpreted as if the whole Agreement. In the event any whole or partial provision in this Agreement is held unenforceable, it will not invalidate the remainder of this Agreement.

17. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT AND COMPANY AGREE IN ANY CAUSE, ACTION OR DISPUTE, EACH PARTY WILL BE SOLELY AND EXCLUSIVELY LIMITED TO A RECOVERY OF PROVABLE DIRECT DAMAGES ONLY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR, AND EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY AND WITHOUT RECOURSE WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL CONSEQUENTIAL, GENERAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, LOSS OF REVENUE, BUSINESS INTERRUPTION, OR LOSS OF PROFITS. NOTHING STATED IN THIS SECTION APPLIES TO OR OTHERWISE LIMITS THE RIGHTS OF THE PARTIES AS PERTAINS TO ANY ACTION, CLAIM OR CAUSE OF ACTION

REGARDING ANY THIRD PARTY, INCLUDING AS MAY ARISE UNDER, RELATE TO OR CONCERN THE INDEMNIFICATION OBLIGATIONS OF SECTION 10.

18. **Neutral Construction.** This Agreement is the joint work product of the Parties and each of their respective, independent counsel of choice. This Agreement shall be fairly interpreted in accordance with its provisions and, in the event of any ambiguities, no inferences shall be drawn against either Party, including, on account of which Party may have been responsible in whole or in part for the drafting of any such provision.

19. **Consulting Disclosure.** Company acknowledges Consultant is NOT an attorney and cannot provide legal advice or legal training regarding the issues of property management. Any changes Company makes in their management agreements, leases and related documents, handbooks, policies and procedures is encouraged to be done in consultation with the Company's attorney and Company agrees not to rely on Consultant, Robert M. Locke personally, or TrainingPropertyManagers.com for legal language, advice and/or strategies. Consultant agrees to review Company's state landlord/tenant act, license law, renter's rights laws or any other state, federal or local laws that govern Company's business, but Company understands that Consultant is not qualified to give Company a reliable legal opinion regarding how these laws govern Company and its practices. Company agrees not to rely on Consultant for any legal matters regarding managing rental properties in their state.

20. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when personally delivered to the other Party or to the other Party's last known address, when sent by facsimile or email, or three mail-delivery days after being sent by USPS certified or registered mail, postage prepaid, or other nationally recognized postal carrier (including FedEx and UPS) to the address of the other Party as listed under their respective signatures.

21. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Each Addendum will become part of this Agreement upon execution by both parties and is incorporated herein by reference.

22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. Facsimile and electronic signatures will be recognized as original signatures for all purposes.

This Agreement is signed by each Party and is agreed to this ____ day of _____, 20__ (herein "Effective Date") as to Company, through its duly authorized and empowered representative), in each instance accurately stated and identified below

COMPANY:

By: X _____

Print Name: _____

Title: _____

Address:

CONSULTANT:

Crown Investor Institute, LLC

By: X _____

Print Name: _____

Title: _____

Address:

10800 Alpharetta Hwy, Ste 208-714

Roswell, GA 30076