



StratVantage Consulting, LLC

## STANDARD CONTRACT FOR CONSULTING SERVICES

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 200\_, between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, and StratVantage Consulting, LLC ("StratVantage"), having its principal place of business at 8273 Westwood Hills Curve, St. Louis Park, MN 55426.

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- In consideration of Client retaining StratVantage to write/modify a white paper on \_\_\_\_\_ for Client, it is agreed as follows:

### **1. Compensation and Term**

Client hereby retains StratVantage and StratVantage hereby agrees to perform the following services: research, writing, and editorial services of StratVantage as required by Client to create a white paper. StratVantage will perform the services at various times and for various durations as directed by Client to accomplish the creation of the white paper.

The following fees shall apply:

Actual project cost is calculated at USD\$1.00 per word based on the average of the word count at first draft and at final acceptance plus any extra charges for additional revisions. The USD\$1.00 rate includes a rough draft and two (2) rounds of revisions. Additional revisions, at the Client's request, are billed at USD\$0.20 per word per round.

Although no travel or other expenses are anticipated, reasonable and necessary business and travel expenses actually incurred by StratVantage shall be reimbursed by Client upon submission of expense reports with back-up documentation, except that no travel expenses shall apply for assignments within a 20 mile radius of downtown Minneapolis, MN. All such expenses in excess of \$25 and all travel plans must be approved in advance by Client.

One-third of the projected total is due at contract signing. One-third of the projected total is due upon delivery of the first draft. The remainder of the project cost is calculated

based on the average of the word count at first draft and at final acceptance, less the previous payments. This amount is due immediately upon acceptance of the final draft or within 30 days of submission of the second draft, unless further revisions are contracted and paid for.

StratVantage shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. Client shall make full payment for services within thirty (30) days of invoice. Balances more than 31 days past due are subject to an interest fee of one-and-a-half (1.5) percent per month past due. If StratVantage brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

StratVantage agrees that it shall devote the time, attention and energies necessary to diligently perform its duties; *provided, however*, that nothing herein shall prevent StratVantage from providing services to any other person, firm, corporation, governmental agency or other entity.

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed. Either party to this Agreement may terminate this Agreement with or without cause by providing at least seven days written notice to the other party.

## **2. Warranties by StratVantage**

StratVantage represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction.

## **3. Independent Contractor**

StratVantage acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. StratVantage shall not enter into any contract or commitment on behalf of Client. StratVantage further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

## **4. Confidentiality**

StratVantage recognizes and acknowledges that this Agreement creates a confidential relationship between StratVantage and Client and that information that is designated confidential concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such

information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client must be identified as confidential by Client and is hereinafter collectively referred to as "Confidential Information."

### **5. Non-Disclosure**

StratVantage agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information which is not generally known to the public through legitimate origins to any person whatsoever and that upon the termination of this Agreement, upon request, it will turn over to Client or destroy all documents, papers, and other matter in its possession or control that relate to Client. StratVantage further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

### **6. Grant**

StratVantage agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that StratVantage will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent with the following exceptions:

StratVantage retains the right to all notes, research, compilations of Web hyperlinks or other materials used in the preparation of this work, except for those Confidential Materials covered by Sections 5 and 6 of this agreement.

StratVantage retains the right to link to the resulting white paper from its Web site as an example of work performed and, if Client removes the white paper from its Web site, StratVantage retains the right to host the white paper on its Web site as an example of work performed.

Any rights granted to StratVantage under this Agreement shall not affect Client's exclusive ownership of the work product.

### **7. Authorship**

The Client can publicly assert whatever work product authorship it sees fit.

### **8. Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

### **9. Entire Agreement and Notice**

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF,

Client and StratVantage have duly executed this Agreement as of the day and year first above written.

STRATVANTAGE, INC.

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By:  
Name: Michael J. Ellsworth

By:  
Name:

Title: President

Title:

Date:

Date: