



## Serious Insights Membership Retainer Agreement QUARTERLY SAMPLE

1. By signing this Agreement, XXXXXXXXXXXXXXXXXXXX ("Client") has retained Serious Insights LLC ("Service Provider") to proceed with the requested services, and agrees to the terms and conditions as set forth in this Agreement:
2. *Services*. Client has retained Service Provider to perform:
  - a. *Vendor Advisory-quarterly Membership option*
    - i. 2 hours of remote consulting per month
    - ii. 1 briefing per month with feedback (may be converted to a consulting hour)
    - iii. 1 product brief with updates published on SeriousInsights.net
3. *Payment*. Client agrees to commit to (retainer fee in full must accompany signed Agreement): \$3,,500 per quarter. A total payment will be made by invoice for \$3,,500 at the beginning of each quarter.
4. *Retainers*. Quarterly retainers provide ongoing support at a discounted rate up to the number of days and/or scope of work, set forth in this Agreement. Retainer fees are required in full in advance of services; payment is due on or before 1st workday of the new month. If payment is not received by the 10th, full standard daily rates will apply for any work performed during that quarter, and monies received will be applied accordingly. Services rendered beyond the retained number of days will be billed at the discounted daily rate (\$750) with payment for such work due upon acceptance of request (and receipt of invoice). Days may be billed in ½ day increments. Payments rendered are considered fully earned and non-refundable. Unused days are not carried over; it is incumbent upon Client to utilize their retained days each quarter.
5. *Additional Work*. Client understands additional work beyond the scope of this Agreement must be negotiated separately and will require a separate Agreement. Services requested by Client and provided by Service Provider that do not fall within the scope of this Agreement will be billed separately at the applicable hourly or daily rate according to service category with payment due upon receipt.
6. *Service Categories*. There is a per-hour or per day minimum for all services. Hourly rates (\$95) are billed in 30-minute increments up to the day rate. Some services are provided as day rates and will be billed at a minimum of ½ day (\$375). Some services are provided based on deliverable scope and will be billed per deliverable increment (white papers will be billed per page. Webinars, presentation, keynotes will be billed per event).

The following rates apply to additional service categories (2020):

- Additional advisory consulting hours: \$750 day/\$375 half-day (\$1,000/\$500 for non-clients)
- White paper: \$900 a page (\$1,200 a page for non-clients)
- Webinar: \$2,200 (\$3,000 for non-clients)
- Custom conference keynote: \$4,000 + expenses when in-person (\$5,000+ for non-clients)

7. *Client Responsibilities.* Client understands that Service Provider is not an employee, and that this will be a collaborative, professional relationship of equals where mutual professional respect, courtesy and consideration are expected. Due to the virtual nature of the relationship, Client understands the importance of communication, especially via e-mail, and agrees to respond to questions, requests and communications from Service Provider in a timely manner. Client understands that Service Provider is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunications on the part of the Client will not constitute an emergency for Service Provider. Client understands that Service Provider may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality work.
8. *Office Hours & Communication.* Office hours are Monday through Friday 9:00 am to 6:00pm (PST). Email or an agreed upon team environment will be the primary form of communication between Client and Service Provider. Service Provider is available for phone calls or online communications during office hours only. Remote advisor sessions or meetings must be prescheduled. Cancellation requires a minimum of 24 hours advance notice. Missed meetings or cancellations without sufficient notice will be billed to against the retainer.
9. *Service Levels.* E-mail or telephone advisory questions will be answered within 24 hours. Each new or special project requires a minimum of 3 days lead time. Client will provide sufficient notice and allow for reasonable timeframes for project completions. Rush projects of 24 hours or less and projects requiring weekend or holiday work will be subject to a 25% surcharge and/or other rush fees. Service Provider reserves the right to refuse any project or service request.
10. *Materials & Information.* Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for Service Provider to perform or complete the agreed services or project.
11. *Expenses.* Local reimbursable expenses may include, but are not limited to, office supplies (e.g., file folders, envelopes, CDs, labels, etc.), mileage, parking, payments made to vendors, travel and shipping and handling costs. There is a one-hour minimum for office calls. Payment for expenses is due upon receipt.
12. *Delivery.* Completed projects are delivered via email, file sharing service, delivery service, or other means as required by the Client. Client is responsible and will be billed for all shipping and handling costs. There is no charge for emailing or U.S. mail under 1 ounce (#10 envelope and one stamp).
13. *Accuracy.* Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. Service Provider is not responsible for errors or omissions.
14. *Payment Options.* Business checks are accepted for payment. AMEX, Discover, MasterCard. VISA credit cards and e-checks are accepted through PayPal or Stipe our online payment vendors. Direct deposit is also available.
15. *NSF Fees.* There is a \$50 NSF (insufficient funds) fee for returned checks.
16. *Late Payments.* Payments not received by due date will result in work cessation. Service Provider reserves the right to refuse completion or delivery of work until past due balances are

paid. Monthly late charges of \$10.00 or 1.75% (APR of 21%), whichever is greater, will be assessed on unpaid balances every 30 (thirty) days.

17. *Lien*. All materials or property belonging to Client, as well as work performed, may be retained as security until all just claims against Client are satisfied.
18. *Late Fees*. Clients who consistently fail to respond to questions in a timely manner, do not supply needed information, or otherwise impair efficient workflow increase administrative time, waste retainer hours unnecessarily, and prevent Service Provider from working to optimum standards and servicing other clients in a fair and equal manner. Service Provider reserves the right to impose late fees and/or increase hourly rates of Clients who fall into this category.
19. *Property*. All billings (including invoices, statements and estimates), reports and time accounting are provided as a convenience to Client at the discretion of Service Provider and remain the property of Service Provider. Periodic audits may reveal previous billing discrepancies or errors, and Service Provider is entitled to void or recall incorrect invoices and statements and bill for any monies due on account.
20. *Accuracy of Information*. Client agrees that the accuracy of information supplied to Service Provider is the sole responsibility of Client, and that Service Provider is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client.
21. *Indemnification/Release of Liability*. Client shall indemnify, defend and save Service Provider harmless from any and all suits, costs, damages or proceedings, including, but not limited to, Service Provider's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Service Provider including, but not limited to, all attorneys' fees, costs and expenses incurred should Service Provider be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless Service Provider and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify Service Provider is not limited to any acts or omissions, statements or representations made by Service Provider in the performance and/or nonperformance of Service Provider's duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against Service Provider. All reasonable precautions will be taken to safeguard the property entrusted to Service Provider. In the absence of negligence, however, Service Provider will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, nor for unauthorized use by others of such property. Service Provider will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. Service Provider will not be held liable for typographical omissions or errors.
22. *Termination*. Retainers may be terminated by either party for any reason with 10 (ten) days advance written notice (e-mail is acceptable) of intent to cancel. Retainer fees are due in full for the intended quarter of cancellation if proper notice is not provided.
23. *Expiration & Modification*. This Agreement shall remain in effect until such time as one or the other Party provides written notice of cancellation. This Agreement may be modified or

amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.

24. *Additional Provisions.* This Agreement shall be governed by and construed according to the laws of the State of Washington and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Seattle, WA, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts. Any liability on the part of Service Provider as determined by a court of law will be limited to an amount not to exceed one month's retainer. If Service Provider must bring suit or other action to collect on unpaid invoices or seek remedy of any other breach of contract, Service Provider shall be entitled to an award of costs, reasonable attorney's fees and interest at the maximum rate permitted by law in addition to any other relief awarded.

The terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties. By signing this Retainer Agreement, I indicate that I understand, agree to and accept the terms and conditions as contained herein, dated MONTH, DAY, YEAR.

Agreement Signatures

<b>CLIENT NAME</b> <b>CLIENT TITLE</b> <b>COMPANY</b> <b>COMPANY CONTACT INFO</b>	<b>Daniel W. Rasmus</b> Managing Partner Serious Insights, LLC 25721 NE 4 <sup>th</sup> Place Sammamish, WA 98074
Date:	