



Consulting Agreement

Created by: Child Care Biz Consulting

Child Care Business Consulting

This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement between Child Care Biz Consulting having its principal place of business at 286 N Cherry Street, Fruita, CO 81521 (the “Consultant”), and the “Client” who agrees to be bound by this Agreement.

WHEREAS, Child Care Biz Consulting offers consulting services in the field of Early Childhood Education; the focus of consulting will determined by the clients interests and needs.

WHEREAS, the Client desires to retain the services of Child Care Biz Consulting to render consulting services with regard to Early Childhood Education according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Term

This Agreement shall begin on the agreement execution date and continue until the retainer fee has been exhausted or this consulting agreement has been terminated.

1 Either Party may terminate this Agreement for any reason with two days written notice to the other Party.

2. Consulting Services

Child Care Biz Consulting agrees that it shall provide its expertise to the Client for matters pertaining to Early Childhood Education.

3. Compensation

In consideration for the Consulting Services, the Client shall pay Child Care Biz Consulting at the rate of \$100 per hour. Child Care Biz Consulting shall invoice the Client when the retainer has been exhausted and such invoices shall be due and payable within two days of the Client’s receipt of the invoice.

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

5. Confidentiality

Child Care Biz Consulting shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

6. Non competition

During the term of this Agreement and for twelve months thereafter, the Client shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Child Care Biz Consulting or any of its subsidiaries, including any company engaged in Child Care Consulting.

7. Non Solicitation of Customers

During the term of this Agreement and for twelve months thereafter, the Client will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors.

8. Nonsolicitation of Employees

During the term of this Agreement and for twelve months thereafter, the Client will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

9. Indemnification

The Client agrees to indemnify, defend, and protect Child Care Biz Consulting from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

11. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Colorado and subject to the exclusive jurisdiction of the federal and state courts located in Mesa County, Colorado.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Child Care Biz Consulting

Kirk Huddleston

[Signature]

[Date]

[Client]

[First & Last name]

[Signature]

[Date]