

# MANAGEMENT CONSULTING AGREEMENT

**Parties.** This Management Consulting Agreement is between Kathryn Klesitz (“Consultant”) at 12020 Shamrock Plaza Suite #201 in Omaha, Nebraska and \_\_\_\_\_. (“Client”)

**Services.** The Consultant agrees to provide (12) one-hour phone consulting sessions to the Client to guide the implementation of a clearly defined plan. This phone call will be scheduled casually at a mutually convenient time between the parties.

**Term.** The 12 one-hour phone calls expire and must be used within 1 year of execution.

**Compensation.** The Consultant will be paid an upfront non-refundable \$10,000.

**Payment.** Bank ACH will process the payment within one business day of agreement execution. Credit/debit cards are also accepted with an additional 3% swipe fee.

**Independent Contractor Status.** Under the Internal Revenue Service (IRS) code, the Consultant is an independent contractor and not an employee of the Client. Client shall not be responsible for withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes.

**Indemnification.** Client shall release, defend, indemnify, and hold harmless Consultant from all suits, actions, claims, damages, losses, liabilities, costs, and expenses of any character, name, or description, including reasonable attorneys’ fees, arising out of or related to this Agreement or the services provided. This indemnification includes, without limitation, any claims arising from the Client’s business decisions, transactions, use or reliance on the Consultant’s advice, or any alleged violation of laws or regulations. This indemnification obligation shall survive the termination or expiration of this Agreement.

**No Representation; No Licensed Real Estate Services.** The Consultant is not a licensed real estate agent, broker, salesperson, attorney, lender, or financial advisor in any jurisdiction. The Consultant does not represent the Client in any real estate transaction and will not perform any activities that require a real estate license or any other professional license. All services provided under this Agreement are limited strictly to general business consulting, strategy, education, and operational guidance related to real estate investing as a business. The Consultant will not negotiate on the Client’s behalf, draft or review contracts, provide legal advice, provide financial or tax advice, solicit or market properties, or engage in any conduct that would constitute licensed real estate activity. The Client acknowledges and agrees that all decisions, actions, and transactions are the Client’s sole responsibility, and the Consultant’s role is advisory only.

**Governing Law & Entire Agreement.** This agreement shall be governed under the laws in the State of Arizona and this agreement, along with any attachments or addendums, represents the entire agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates hereunder.

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|-------------------|-------------------|
| <b>Client</b>     | <b>Consultant</b> |
| Signature: _____  | Signature: _____  |
| Date: _____       | Date: _____       |
| Print Name: _____ | Print Name: _____ |