



Armstrong Consulting
Leadership · Community · Results

ARMSTRONG CONSULTING LLC SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“Agreement”) is entered into as of Enter Date (“Effective Date”) between Enter Client Name (“Client”), and Armstrong Consulting LLC (“JPA”).

- JPA will provide the Client with the services described in the Scope of Services (“Services”). Any changes to the Services must be in writing and signed by both parties.
- Scope of Services:** The Client hereby engages JPA to present at the following event (“Event”):

Event Name	Theme (if applicable)
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Makeup of Audience	Expected Attendance
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Location: _____

Date(s)	Time(s)	Length(s)
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Topic: _____

Client Contact Person: _____

Email	Phone
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- Fees:** Client shall pay to JPA, as compensation for the Services, \$ _____ plus all reasonable travel expenses. Travel expenses include: lodging, transportation costs (i.e., airfare, car rental expenses, ride share, parking, GSA mileage reimbursement, etc.), and the GSA per diem meal rate for any service and travel dates. JPA will keep, and present to Client, records, and receipts relating to such reimbursable expenses. Such records and receipts shall be maintained and presented in a format, as Client reasonably may require, to substantiate Client’s right to claim income tax deductions for such expenses.

Client’s Lodging Preference (check which applies)

- Client will reserve, forward reservation, and pay for lodging on behalf of JPA
- JPA will reserve and pay for lodging, including cost to Client’s final invoice
- JPA is responsible for obtaining lodging and Client will reimburse JPA for related expenses

Preferred Accommodation’s Name (if applicable)	Group Rate Code
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JPA requests a 50% non-refundable deposit to secure the presentation date(s) and book travel. The remaining 50% of the fee and travel expenses will be paid within 30 days of the course being presented. In the event of overdue payments, the following interest

charges will apply: 1.5% for payments 30 days overdue, 3% for payments 60 days overdue, 4.5% for payments 90 days overdue, and 10% for payments 120 days and more overdue. These interest charges apply to the outstanding overdue amount and may be calculated from the due date until the date of payment.

4. All financial and contractual matters should be directed to the CEO Jason P. Armstrong or his designated representative, as approved in writing by the CEO. These matters should not be discussed with our consultants, instructors, or speakers. Checks should be mailed directly to:
205 Lochside Dr.
Cary NC 27518
5. Client agrees to provide JPA with an Excel spreadsheet with the names and email addresses of all event participants, a written and video testimonial from the highest-ranking person in the Client organization, and email introduction of three people who did not attend the Services but hires speakers for other events.
6. Client agrees to provide JPA copies of any marketing materials provided for the event and agrees to allow JPA to advertise the event on his social media platforms. Additional marketing materials which can be provided to the Client upon request include: headshot of Jason Armstrong, Jason Armstrong's biography, and description of Services topic.
7. Client agrees to allow JPA to capture video of the Services, to include providing JPA's own videographer, unless the Client has engaged a videographer and photographer for the Services and agrees to provide JPA with a copy of all raw footage videos and photographs of JPA's Services.
8. This Agreement shall commence on the Effective Date and remain in full force and effect until the delivery and completion of the Services to occur no later than **Enter Service Completion Date**, unless modified in accordance with this Agreement.
9. The Client and JPA may terminate this Agreement, at any time, upon thirty (30) day written notice. Upon termination (i.e., when the thirty days expires), JPA will be paid for all travel expenses incurred prior to termination. Termination of this Agreement will not relieve or release either party from any rights, liabilities or obligations that have accrued under this Agreement or under law, or from liability for any breach of the party's obligations under this Agreement that occurred before the date of termination.
10. JPA hereby grants to Client a non-exclusive license to use JPA trademarks, tradenames, and copyrighted material designated by and belonging to JPA solely in connection with the Services. Client shall not use or authorize any others to use, distribute or disseminate or cause to be distributed or disseminated any property belonging to or created by JPA in any manner not specifically authorized by this Agreement. Client agrees that it shall in no way contest or deny the validity of, or the right or title to such Property, by reason of this Agreement, and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. In addition, Client shall not utilize any such Property in any manner which would diminish its value or harm JPA's reputation. This provision shall survive the termination of this Services Agreement.

JPA has the right to list the Client's business name and logo on the JPA website as a current or past client.

11. The Client and any instructors hired or retained by JPA agree to retain in confidence any confidential or proprietary information received hereunder and all information that by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and JPA will make no use of such information except in connection with its performance hereunder. This provision shall survive the termination of this Services Agreement.
12. For all purposes under this Agreement, JPA shall be and act as an independent contractor of Client, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship between the Parties. The Parties agree that all individuals performing Services on JPA's behalf are not, for any purpose whatsoever, (a) considered to be employees, independent contractors, or agents of Client or (b) entitled to any compensation or employee benefits from Client.
13. Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, upon written notice to the other Party, assign or transfer this Agreement in its entirety to a Party that succeeds to all or substantially all of such Party's business or assets, whether by sale, merger, operation of law, or otherwise. In such case, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any attempted assignment or transfer in violation of this Section shall be null and void.
14. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties.
15. **FORCE MAJEURE:** Upon the occurrence of a force majeure event, the obligations of the parties and/or the time period for the performance of such obligations will be adjusted to the extent it becomes unsafe, illegal, or impossible to perform their obligations under this Agreement.

Any of the following events or circumstances that, alone or in combination, constitute a force majeure event to the extent they were unknown or unforeseen at the time this Agreement was executed: (i) acts of nature including hurricanes, typhoons, storm surges, tornadoes, cyclones, floods, earthquakes, volcanic eruptions, fires; (ii) acts of war, insurrection, riots, terrorism, and the known identified threat of any of the foregoing to the hotel, conference center, or other such venues the conference or training is scheduled to occur; (iii) labor strikes or lockouts; (iv) embargoes, shortages of labor and shortages of critical materials or supplies; (v) declared local contagious epidemics, quarantine or other public health restrictions placed on the hotel and above listed locations; and (vi) other acts of governmental authorities restricting the use of such locations. Upon the occurrence of a force majeure event, both parties agree to work to find an alternate date to provide the services within the next 12 months.

If a date cannot be agreed upon, either party may terminate this Agreement. JPA will refund all deposits and prepayments made by Client within fifteen (15) days of such notice of termination. Client agrees to refund JPA for any travel expenses not refundable by the travel service provider.

16. **PANDEMIC OR EPIDEMIC (known risk by both parties):**
The parties acknowledge that a pandemic or epidemic may make performance under this Agreement on the dates set forth herein illegal or impossible. The parties hereby agree that in the event that the government or health authorities in the training unit's state or local jurisdiction extend travel warnings recommending against non-essential travel generally or restricting use of hotels, conference centers, or other such venues and locations used to host conferences for the use identified in this Agreement on the specified dates herein, either party may terminate its obligations under this Agreement without liability or further obligation by written notice to the other party. JPA will refund all deposits and prepayments made by Client within fifteen (15) days of such notice of termination. Client agrees to refund JPA for any travel expenses not refundable by the travel service provider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

Armstrong Consulting LLC

Client: Client Name

Jason P. Armstrong, CEO

Name, Position

Date: _____

Date: _____