

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into this ____ day of _____, 20____ ("Effective Date") by and between Oakland County Economic Development and Growth Alliance, a Michigan nonprofit corporation ("Oakland Thrive"), _____ ("Professional Business Provider"), and _____ ("Business Forward Small Business Client").

Professional Business Provider agrees to provide consulting services outlined below to Business Forward Small Business Client.

SERVICES TO BE PERFORMED

- ☐ Legal Consultation
- ☐ Marketing Consultation
- ☐ Business Planning Consultation
- ☐ Human Resource Management Consultation
- ☐ Financial/Bookkeeping/Accounting Consultation
- ☐ Other: _____

AGREED HOURLY RATE

Professional Business Provider agrees to provide up to 2 hours of such consulting services at a rate of \$_____ per hour. Oakland Thrive agrees to pay up to \$_____ directly to Professional Business Provider for the performance of such services.

Professional Business Provider agrees that it may conduct further training and/or workshops at the request of Oakland Thrive from time to time. Oakland Thrive shall pay Professional Business Provider for such training and/or workshops at a rate of \$_____ per hour.

SMALL BUSINESSCLIENT RESPONSIBILITIES

Business Forward Small Business Client agrees to participate fully in the activities outlined in this Agreement.

In order to provide the products and services outlined above, Professional Business Provider will require relevant business information from Business Forward Small Business Client. Business Forward Small Business Client agrees to collect and send such information to Professional Business Provider within 10 business days of any request for same.

Business Forward Small Business Client agrees to make every effort to be prepared and on time to all scheduled appointments with Professional Business Provider.

PROFESSIONAL BUSINESS PROVIDER RESPONSIBILITIES

Professional Business Provider will provide professional expertise, advice or service, trainings, workshops and seminars to Business Forward Small Business Client, including an action plan for success.

Professional Business Provider recognizes that each business is unique and that it is best to maximize time together. Professional Business Provider will make every effort to avoid cancelling meetings with Business Forward Small Business Client. If a meeting must be rescheduled, Professional Business Provider will give

24 hour advance notice to Business Forward Small Business Client. In the event that such notice is not possible, Professional Business Provider agrees to inform Business Forward Small Business Client and the assigned Business Forward Small Business Consultant immediately AND provide a timeline for rescheduling such meeting within 2 business days of the cancelled meeting.

Professional Business Provider agrees that it will not exceed the limitation on billable hours of service payable by Oakland Thrive on account of services provided to Business Forward Small Business Client hereunder. Billable hours provided by Professional Business Provider to Business Forward Small Business Client in excess of such limitation must be agreed upon in advance and approved in writing by Business Forward Small Business Client, and will not be paid for by Oakland Thrive.

LIMITED RIGHT TO USE

Professional Business Provider and Oakland Thrive grant Business Forward Small Business Client perpetual, nonexclusive, nontransferable permission to use the reports and/or tools provided by Professional Business Provider in connection with services provided under this Memorandum of Agreement. All parties agree to retain Oakland Thrive's copyright, trademark, and other proprietary rights notices on any copies of reports or tools provided, including partial copies.

INDEPENDENT CONTRACTOR

All parties acknowledge and agree that the consulting services provided by Professional Business Provider pursuant to this Agreement are provided as an independent contractor, and not as an employee of Oakland Thrive or any affiliate of Oakland Thrive.

HOLD HARMLESS

Oakland Thrive provides no representations or warranties to Business Forward Small Business Client in connection with Professional Business Provider's expertise and/or Professional Business Provider's ability to provide consulting services under this Agreement. Furthermore, Business Forward Small Business Client, in consideration of the benefits provided hereunder, agrees, on behalf of itself, and on behalf of its successors and assigns, to hold Oakland Thrive harmless from any and all claims, obligations, causes of action, debts, expenses or other liabilities incurred by Business Forward Small Business Client as result of its receipt of services from Professional Business Provider.

CONTACTS

Questions or concerns regarding this Agreement and/or the work of Oakland Thrive may be directed to:

Questions or concerns regarding Business Forward Small Business Client may be directed to:

Questions or concerns regarding Professional Business Provider may be directed to:

This document constitutes the entire agreement between Oakland Thrive, Professional Business Provider and Business Forward Small Business Client. This Agreement may only be modified in writing by mutual consent of the parties.

The signature of each party below signifies that such party has read this Agreement, and that such party understands and is committed to its obligations under this Agreement.

OAKLAND THRIVE:

OAKLAND COUNTY ECONOMIC
DEVELOPMENT AND GROWTH ALLIANCE,
a Michigan nonprofit corporation

By: _____

Its: _____

PROFESSIONAL BUSINESS PROVIDER:

_____, a Michigan _____

By: _____

Its: _____

BUSINESS FORWARD SMALL BUSINESS CLIENT:

_____, a Michigan _____

By: _____

Its: _____