



## CONSULTATION AGREEMENT

THIS CONSULTATION AGREEMENT (this "Agreement") is made and effective as of \_\_\_\_\_, 20\_\_ by and between Phoenix Rising, Inc., a Utah corporation ("Company") and

\_\_\_\_\_, ("Client").

WHEREAS, Company is engaged in providing consultation services regarding rehabilitation programs, boarding schools, educational services, and wilderness programs to parents and legal guardians for youth; and

WHEREAS, Client has need of the consultation the Company provides; and

WHEREAS, Client desires to engage Company for said consultation services.

NOW, THEREFORE, in consideration of the above facts and the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. Company agrees to perform consultation services regarding available rehabilitation programs, boarding schools, educational services, and wilderness programs (hereinafter referred to as "Program") to Client including information on educational loans and assistance in filling out and completing said loan applications. Company shall assist Client in contact and communication with selected programs or institutions until Client or Client's child or ward is accepted by said program. After acceptance into a Program selected by Client, Company may provide ongoing information regarding the selected Program or other programs available, but all communication with the Program after acceptance is the responsibility of Client. All transportation services will need to be contracted through a third party who provides transportation services. Client acknowledges that Company will assist Client in making a decision in which Program to select for Client's child or ward, but that each Program has its strengths and weaknesses and Company is not responsible for the Program selected by Client or the success or failure of said Program with respect to Client's child or ward. Client specifically agrees and acknowledges that Company does not or will not provide medical, psychological or psychiatric diagnosis, recommendations or advice but merely services offered by a Program. Company makes no warranties related to the services provided by an individual Program.

2. Company Warranties. Company warrants that it will use its best efforts to provide the services listed in Paragraph 1 above, but that the performance of said services is limited to Client's cooperation and communication with Company.



3. Client Warranties. Client warrants that Client has the sole legal right to select a Program for their child or ward and will provide proof and documentation of said legal right to Company as determined by Company in Company's absolute discretion. Client shall notify Company within ten (10) days of any change of legal rights regarding the child or ward that may affect Company's ability to perform the services under this Agreement.

4. Term. The term of this Agreement (the "Term") shall commence on \_\_\_\_\_, 20\_\_, and shall remain in full force and effect until Client enrolls their child or ward into a Program. Company may provide services after placement of child or ward into a Program at Company sole discretion.

5. Termination. Either party may terminate this Agreement prior to the expiration of the Term upon providing the other party with ten (10) days advance written notice of such party's intention to terminate.

6. Consulting Fee. As payment for the consultation services provided by Company, Client shall pay company \_\_\_\_Six Hundred and Ninety Nine Dollars\_\_\_\_ (\$\_699.00\_) ("Consultation Fee") at the time this Agreement is executed by Client. Client agrees and understands that the Consultation Fee is non-refundable regardless of placement of child or ward into a Program or termination of this Agreement as provided in Paragraph 5 above. Client agrees to pay a \$20 fee for all dishonored instruments and all costs of collection on any amounts due under this Agreement. Client Agrees to pay interest of 1.5% each month on any amounts due and owing under this Agreement.

7. Relationship. The parties expressly intend, agree and understand that the relationship between them created by this Agreement is that of independent contractor, and does not constitute a hiring by either party. Client is not and shall not be an employee, partner or joint venture of Company. Neither Client nor Company shall be treated as an employee of other for federal or state tax purposes, unemployment or disability benefits, or for any other withholding tax or insurance purposes. Neither party shall have authority to bind the other to any contract or agreement unless expressly agreed to in writing

8. Indemnification. Client acknowledges and agrees that Client's child or ward may be a risk or danger to himself or herself and/or others. Client agrees that Client shall



indemnify, defend and hold harmless Company, its agents and employees from any and all claims, demands, damages, judgments, losses, liabilities and costs, including reasonable attorneys' fees arising from or in connection with any claims caused by Client's child or ward.

9. Client Information. All information whether written or oral, provided by Client to Company, shall be considered confidential information unless such information is owned by Company or is public knowledge. Company shall take all reasonable steps to insure that all information provided to Company shall remain confidential.

10. Notice of Breach. If either party is in breach of this Agreement, the non-breaching party shall provide the breaching party with a ten (10) day notice of breach and allow the breaching party the opportunity to cure said breach before commencing any legal remedy for the breaching party's actions.

11. Attorneys' Fees. In the event either party shall commence any arbitration, action or proceeding against the other party by reason of any breach or claimed breach in the performance of this Agreement, or to see a judicial declaration of rights hereunder, the prevailing party in such action, as determined by the court or arbitrator, shall be entitled to recover reasonable costs and attorneys' fees.

12. Governing Law. This Agreement is made in Salt Lake City, Utah and shall be interpreted and enforced in accordance with the laws of the State of Utah.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may be waived, modified or amended only by an agreement in writing signed by both parties.

14. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and shall not be affected or invalidated.

15. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto. This Agreement may not be assigned by either party without the non-assigning party's written permission.

16. Waiver. No covenant, term or condition of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing, signed by the party against whom



enforcement is sought, and any waiver shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

17. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at the following addresses or to such other address as either party to this Agreement shall specify by notice to the other:

If to Company:

Phoenix Rising, Inc.  
Attn: Melissa Waters  
P.O. Box 461202  
30 East Roundy Mountain Rd.  
Leeds, Utah 84746-1202

If to Client:

18. Time of the Essence. Time is of the essence in construing each and every provision of this Agreement.

19. Interpretation. As each party has had opportunity to consult counsel, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

20. Counterparts. This Agreement may be executed in counterparts.  
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date set forth above.

CLIENT \_\_\_\_\_

COMPANY  
Phoenix Rising, Inc.

\_\_\_\_\_  
By: Melissa Waters, its President