**CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT (the "Agreement") dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_

BETWEEN:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(the "Client")

**- AND -**

Renters Rely of 1250 S Monaco Parkway, Denver, Colorado 80224
(the "Consultant").

**BACKGROUND:**

1. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Consultant is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

1. The Client hereby agrees to engage the Consultant to provide the Client with services (the "Services") consisting of:
	* These services will include searching for apartment, condo, townhome, house, and commercial property availability.  Providing background information for pre-screening.  Verifying all information that is applicable.  Providing listings to all parties warranted.
2. The Services will also include any other tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Customer.

**Term of Agreement**

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
2. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide notification within 14 days of the contract to the other Party.

**Performance**

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Currency**

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

**Compensation**

1. For the services rendered by the Consultant as required by this Agreement, the Client will provide compensation (the "Compensation") to the Consultant as noted.
2. **All fees are non - refundable.**
3. Option one: $50.00 for listings only - 5 listings per week for 90 days or until a unit is chosen; Option two: $75.00 for listings and property viewings – 5 listings per week for 90 days or until a unit is chosen; Option three: $100.00 for high risk tenants – 5 viewings per week for 90 days until a unit is chosen, which includes pre -screening and pre – qualification for tenants with evictions and/or felonies.
4. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:
	* Payment is due at the time that the application and contract is submitted online or in person. At www.rentersrely.com
5. The above Compensation includes all applicable sales tax, and duties as required by law.

**Additional Compensation**

1. For any additional services further Compensation will be required at an hourly rate.

**Provision of Extras**

1. The Client will not provide any resources, assistance or extras for use by the Consultant in providing the Services.

**Reimbursement of Expenses**

1. In connection with providing the Services hereunder, the Consultant will only be reimbursed for the following:
	* The client will pay gas and mileage for
	driving between sites.
2. The Consultant will furnish statements and vouchers to the Client for all such expenses.

**Confidentiality**

1. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client. This obligation will survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

**Non-Competition**

1. Other than with the express written consent of the Client which will not be unreasonably withheld, the Consultant will not, during the continuance of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Client divert or attempt to divert from the Client any business the Client has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

**Non-Solicitation**

1. Any attempt on the part of the Consultant to induce to leave the Client's employ, or any effort by the Consultant to interfere with the Clients relationship with its employees or other service providers would be harmful and damaging to the Client.
2. The Consultant agrees that, during the term of this Agreement, the Consultant will not in any way directly or indirectly:
	1. induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client;
	2. otherwise interfere with or disrupt the Client's relationship with its employees or other service providers;
	3. discuss employment opportunities or provide information about competitive employment to any of the Client's employees or other service providers; or
	4. solicit, entice, or hire away any employee or other service provider of the Client.

**Ownership of Materials and Intellectual Property**

1. All intellectual property and related material (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
2. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

**Return of Property**

1. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

**Capacity/Independent Contractor**

1. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**Notice**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this

Agreement as follows:

* 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	Fax: (\_\_\_\_\_) \_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_
	Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. Renters Rely
	1250 S Monaco Parkway
	Denver, Colorado, 80224

 (303) 482-2296 Ext 402 or 403
Email: rentersrely@yahoo.com

or to such other address as any Party may from time to time notify the other.

**Insurance**

1. The Consultant will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Consultant based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

**Limitation of Liability**

1. It is understood and agreed that the Consultant will not be liable to the Client, or any agent or associate of the Client, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

**Dispute Resolution**

1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
2. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of.

**Modification of Agreement**

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Time of the Essence**

1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

1. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Ensurement**

1. This Agreement will be binding on the Parties and permitted assignees.

**Titles/Headings**

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

1. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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|    |   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date |
|    |    | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Customer)  |

|  |  |  |
| --- | --- | --- |
|    |    |    |
|    |    | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|    |  | Renters Rely (Consultant)  |

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