

## Professional Services Agreement

This Professional Services Agreement (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_, by and between \_\_\_\_\_, and \_\_\_\_\_ (“Client”), with a principal place of business at \_\_\_\_\_, and FRED BARTENSTEIN & ASSOCIATES, LLC (“Contractor”), with a principal place of business at 725 Wright Street, Yellow Springs, Ohio 45387-1443.

WHEREAS, Contractor is an independent organizational development consultant;

WHEREAS, Client is \_\_\_\_\_;

AND WHEREAS, Client wishes the Contractor to provide facilitation and related services for \_\_\_\_\_;

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Term.** This Agreement will be effective on the date above stated and will continue through \_\_\_\_\_, 201 \_\_\_\_.
2. **Services to be Performed by Contractor.** Contractor hereby agrees to perform the following services for the Client:
  - a. \_\_\_\_\_;
  - b. \_\_\_\_\_;
  - c. \_\_\_\_\_;
  - d. \_\_\_\_\_;
  - e. \_\_\_\_\_; and
  - f. \_\_\_\_\_;
3. **Method of Performing Services.** Contractor will determine the method, details, and means of performing the services described in Paragraph 2. Client may specify only the results desired in regard to the specified services.
4. **Employment of Assistants.** Contractor may employ any assistants that Contractor deems necessary to perform the services required of Contractor by this Agreement. Client may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services.

5. **Compensation.** In consideration for the services to be performed by Contractor, Client agrees to pay to Contractor a total fee not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in partial increments as of the last day of each month upon invoice according to records of actual time expended. It is anticipated that Fred Bartenstein will devote approximately \_\_\_\_\_ hours of service, or an equivalent value of service provided by  
 Fred Bartenstein (priced at \$ \_\_\_\_\_ per hour),  
 \_\_\_\_\_ (priced at \$ \_\_\_\_\_ per hour), and  
 \_\_\_\_\_ (priced at \$ \_\_\_\_\_ per hour).
6. **Reimbursement of Expenses.** The Contractor's operating expenses incurred in connection with his services under this Agreement, including but not limited to telephone charges, parking fees, copies, postage, facsimile charges, and mileage computed at the rate of \_\_\_\_\_ Cents (\$.\_\_\_\_\_) per mile (collectively "Expenses"), shall be reimbursed by the Client as part of the maximum fee set forth in Section 5 above.
7. **Termination on Notice.** Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party. This notification period may be shortened with the prior written agreement of both parties. In the event of such early termination, liability of the Contractor shall be limited to providing the Client with copies of all notes taken and documents prepared in connection with his services under this Agreement in their present state of completion (but not in any way breaching confidentiality of the interviews). Liability of the Client shall be limited to paying the portion of the total fee due on the effective date of the termination.
8. **Notices.** Any notices to be given under this Agreement by either party to the other may be effected by either personal service delivery or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipt of notice by giving written notice in accordance with this Paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated two (2) days after mailing.
9. **Limitation of Liability.** Client agrees that Contractor's liability to Client which may actually or allegedly arise out of or be due to the professional acts, errors, and/or omissions of Contractor (including but not limited to negligence) shall be limited so as not to exceed Contractor's fees as set forth in this agreement.
10. **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor to Client, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party states that no representations, inducements, promises, or agreements, either written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.
11. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

“Client” \_\_\_\_\_ “Contractor” \_\_\_\_\_

By \_\_\_\_\_ Fred Bartenstein & Associates, LLC

Title \_\_\_\_\_ EID#: 26-3033272