



## MYWYA NONPROFIT CONSULTING LLC

*(Meeting You Where You Are )*

PH: 325-261-0705

5900 Balcones Drive, STE 100

Austin, TX, 78731

# Terms & Conditions

## Parties:

“Consultant” is referred to in reference to MYWYA Nonprofit Consulting. And all parties associated therein, while “Client” is referred to in reference to the Authorized Client(s)

## CONSULTING SERVICES:

**Professional Standard.** Consultant will provide the services identified in individual programs. Consultant will provide these services in a professional manner, and in accordance with applicable professional standards. **\*Please understand there are NO guarantees in this service.** In addition, our consultants are **NOT lawyers** and will not be offering legal advice. They will be consulting based on experience running and setting up a nonprofit or business. In addition, their certification in area of non-profit management and leadership building. MYWYA Nonprofit Consulting will do its best to provide helpful information that should contribute to business leadership or the business filing its paperwork.

**Sessions:** Consulting services consists of once a week, virtual or via phone sessions. Sessions are to be scheduled, and makeup sessions are only allowed in emergencies or if the consultant

reschedules. Consultants are off on major holidays if client books on a holiday, they will automatically be sent a request to reschedule.

**Deliverables:** The MYWYA Nonprofit Consulting will provide any deliverables to the Client in professional design formats if deliverables are required for the program. These formats may include via Keap, Microsoft Word, PDF or Google drive but not limited to. The Client understands that it may need software and expertise to utilize the deliverables. If the Client would like its deliverables in a specific file format, the Client must request to have that specific format.

## Payment:

**Invoice:** MYWYA Nonprofit will invoice the Client after initial consultation and the program selected. **The money paid is Non-Refundable.** The client shall pay all invoices within 6-days of receipt. Unless otherwise discussed.

**Quotes:** Quoted prices are good for 14-days from the date of receipt.

**Late (Installment) Payments:** Client understands that once an installment payment is seven (7) calendar days past due, a \$99 late fee will be added to the installment amount due. Once the account is ten (10) calendar days past due, the client's program will be placed on hold with the and will not resume until remaining balance is paid in full.

**Payment Installment Schedules:** The clients shall pay all invoices within 6-days of receipt unless a payment plan is previously discussed. Payment installments goes as follows deposit due usually 50% of the cost of the program. The invoice balance is required to be paid within 30 days of initial date of deposit. Unless previously payment arrangement is made with client. \*Please note that these terms may be subject to change.

**Additional Services: May Require Additional Fees,** the Client will be invoiced for additional services expenses. A additional Consulting Agreement may be required if other services are required or solicited by MYWYA Non-profit Consulting outside of selected programs scope.

**MYWYA Nonprofit Consulting Agents:** The Consultant may use third-party service providers like ("Law Depot") to help clients format paperwork. The client is responsible for viewing the documents and or having a lawyer review the documents if they deem it necessary.

# Consultant & Client Relationship

**Non-Exclusive:** MYWYA Nonprofit Consulting is still able to take on new clients and is **NOT** an employee of the client. Even though the client is in a MYWYA program it does not mean that the client has exclusivity with that consultant who is considered an independent contractor. In addition, it does not mean consultants cannot solicit other clients.

**Clients Responsibility:** It is up to the client to put forward the effort to implement the information being given. The success of the client is ultimately their responsibility. MYWYA nonprofit consulting offers guidance in their programs but clients also have the right to use information at their discretion. Clients are required provide information when requested, especially if requesting assistance with formatting documents. It is the client's responsibility to schedule an appointment and make it to the meetings. Clients should make consulting sessions a priority in their life. We are working together to accomplish clients professional and personal goals in business. However, to accomplish that MYWYA Nonprofit Consulting and Clients need to come together. We can accomplish more together than either of us alone. Client needs to be prepared for every session. The sessions are 45 minutes they go very quickly. The sessions will not be recorded to protect the confidentiality of the consultant's process and potential confidential information of client. Client should have something ready to take notes.

**Confidential Information:** Each party shall maintain Confidential Information in Strict Confidence, and shall not use Confidential Information except (a) as necessary to perform its obligations under the guidelines of the program, or (b) as required by a court or governmental authority, Confidential Information includes property technical and business information, Preliminary works, and any other information marked "Confidential"

**Exception:** Confidential Information does not include (a) any information that is in the public domain, (b) becomes publicly known through no fault of the receiving party, or (c) is otherwise known by the received from a third party without an obligation of confidentiality.

## Termination:

**Discretionary Termination, Upon Notice.** MYWYA Nonprofit consulting has the right to terminate service for client with notice if the client fails to comply with regular meetings and fails to supply information. MYWYA Non-profit Consulting has the right to cancel services for a client if they become unresponsive for more than a period of two weeks without notification. If an emergency arrives, MYWYA Consultants should be informed. Our consultant's time is valuable, and they will not pursue an unresponsive client after two weeks. It is the client's responsibility to schedule an appointment and make it to the meetings. Termination is ultimately at the discretion of MYWYA Nonprofit consulting.

**Termination and refunds: Money Received is Non-refundable.** Our consultants time is valuable and is usually \$50-\$100 per hourly rate. By opting for a program, the client is receiving a significantly reduced rate. In addition, by accepting a client into the program they are taking a slot from another willing and financially capable client. Failure to pay after late fees issued is automatic termination. If the Client decides to terminate or disengage from the consulting program and a balance remains. Then MYWYA Nonprofit Consulting LLC will retain all payments made as of the date of notification date. The Client shall pay Consultant for all the sessions or time spent expenses incurred as of the date of notification an early termination will resulting in 25% of the remaining coaching program.

**Termination for Bankruptcy.** Subject to any restrictions imposed by law, either party may immediately terminate this Agreement, if the other party either: (1) ceases to do business in the normal course; (2) becomes insolvent; (3) admits in writing before official courts its inability to meet its debts or other obligations.

**Termination Procedure:** Upon termination MYWYA Nonprofit consulting will send out an email of termination and disclose to the client the reasons for terminating services.

## **Access:**

**Business Attorney:** MYWYA Nonprofit Consulting allows you access to a business attorney if you have legal questions. Her name is Jordan Franklin her specialization is trademarking and business. If you would like to contact her then request an introduction from your consultant. They will make the introduction. MYWYA Nonprofit Consulting is not responsible for correspondence between you and the lawyer. Once the introduction is done then whatever discussions you and the lawyer have are between you the lawyer. In addition, any contracts or hiring of the lawyer is between you and the law firm not MYWYA Nonprofit consulting.

**Web Designer:** MYWYA Nonprofit Consulting allows you access to a Iris Designs LLC if you have digital services needs. If you would like an appointment for potential website design or logo etc. Please request an introduction from your consultant. They will make the introduction. MYWYA Nonprofit Consulting is not responsible for correspondence between you and the Iris Design LLC. Once the introduction is done then whatever discussions you and Iris Designs LLC have are between Client the Iris Designs LLC. In addition, any contracts or hiring of the Iris Designs LLC is between the Client and Iris Designs LLC not MYWYA Nonprofit consulting.

## **Limitation of Liability**

**The Client understands that MYWYA Nonprofit Consulting assumes no responsibility under this Agreement other than to perform the Services in good faith, and MYWYA**

**Nonprofit Consulting will not be responsible for any consequences whatsoever that result from any action of the client in following or declining to follow any advice or recommendation of MYWYA Nonprofit Consulting it being acknowledged and agreed by the client that MYWYA Nonprofit Consulting services provided under this Agreement are consulting only and any and all decision-making regarding the client, including without limitation whether or not to follow any advice by MYWYA Nonprofit Consultant, is solely the responsibility of the Client. MYWYA Nonprofit Consulting will not be legally liable to the Client except by reason of acts constituting willful misfeasance or reckless disregard of its duties. Even in that regard by client agreeing to the terms and conditions they waive their rights to all legal action. Since this is not a guaranteed service and information given used at the discretion of the client. The parties hereto recognize and agree that the effectiveness of the services and the success of any actions undertaken by MYWYA Nonprofit Consulting in connection therewith are not guaranteed or warranted by MYWYA Nonprofit Consulting in any respect whatsoever.**

Please, beware that these terms and conditions are subject to change.

I \_\_\_\_\_ agree to the MYWYA Nonprofit Consulting LLC Updated terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date