

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of [Date], by and between **Calhoun Capital Solutions, LLC** ("Consultant") and **[Client Name]** ("Client").

1. Services

Consultant agrees to provide real estate financing consulting services to Client as described in Exhibit A attached hereto and incorporated herein by reference.

2. Compensation

- **Deal Review and Assessment:**

Client agrees to pay Consultant at the rate of **\$250 per hour** for services rendered related to **deal review and assessment**. An initial **consultation meeting** will be scheduled upon receipt of the retainer. Following the meeting, the Consultant will assess the deal, which is estimated to take approximately **4 hours**. The payment for this assessment is **due upfront via PayPal** before any services are provided.

Consultant will invoice Client monthly for any additional services related to the review and assessment beyond the initial consultation, with payment due within 30 days of the invoice date.

- **Deal Financing Efforts:**

For **deal financing efforts**, Client agrees to pay Consultant at the rate of **\$250 per hour**. A **retainer of 15 hours** (\$3,750) is required upfront, paid via PayPal, to commence the deal financing services. Once the retainer is received, a meeting will be scheduled to review the deal and determine if it is viable for financing. The retainer will be applied to the first 15 hours of services related to deal financing. After the retainer is exhausted, Consultant will invoice Client monthly for any additional hours at the rate specified in this Section.

3. Term

This Agreement shall commence on [Start Date] and shall continue until [End Date], unless terminated earlier in accordance with Section 6 of this Agreement.

4. No Guarantees

Client acknowledges that Consultant does not guarantee the securing of funding or financing for any project. Consultants will use its best efforts to provide strategic advice and assistance, but ultimate success in obtaining funding is dependent on various factors beyond Consultant's control.

5. Confidentiality

Consultant agrees to keep confidential all information provided by Client and to use such information solely for the purpose of performing services under this Agreement. The confidentiality obligations shall remain in effect for a period of [Specify Duration, e.g., two years] following the termination or expiration of this Agreement.

6. Termination

Either party may terminate this Agreement upon 30 days' written notice to the other party. In the event of termination, Client shall pay Consultant for all services rendered up to the date of termination.

7. Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through informal discussions. If the dispute cannot be resolved informally, the parties agree to submit the dispute to mediation. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in **Huntersville, North Carolina**, and the decision of the arbitrator shall be final and binding on both parties. Each party shall bear its own costs in connection with mediation and arbitration, except for the arbitrator's fees, which shall be shared equally.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **North Carolina**.

9. Amendments

This Agreement may be amended or modified only by a written agreement signed by both parties. Any amendments or modifications shall be effective only if made in writing and signed by both Consultant and Client.

10. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, or other events of force majeure. In the event of such circumstances, the affected party shall promptly notify the other party and make reasonable efforts to resume performance as soon as possible. Both parties agree to extend any deadlines and make good faith efforts to continue performance once the event ceases.

11. Liability Limitations

Consultant's liability under this Agreement shall be limited to the amount of fees paid by Client for the specific services that directly caused the damages. In no event shall Consultant be liable for any indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement, even if Consultant has been advised of the possibility of such damages.

12. Payment Terms

- **Deal Review and Assessment:**

The initial consultation for deal review and assessment will require a payment of **\$250 per hour**, which will be billed upfront and paid via PayPal. The initial consultation is estimated to take approximately **4 hours** for the deal assessment. Any additional services related to deal review and assessment will be invoiced monthly, with payment due within 30 days of the invoice date.

- **Deal Financing Efforts:**

For deal financing efforts, Client agrees to pay Consultant at the rate of **\$250 per hour**. A retainer of **15 hours** (\$3,750) is due upfront via PayPal for deal financing services. Once the retainer is received, Consultant will schedule a meeting with the Client to review the deal and determine whether it is appropriate to proceed with

financing efforts. After the retainer has been exhausted, Consultant will invoice Client monthly for any additional hours at the rate of **\$250 per hour**.

Payments shall be made by **PayPal** for all retainer amounts and services rendered. Late payments will incur a late fee of [Specify Late Fee, e.g., 1.5% per month] on the outstanding balance.

13. Method of Communication

All communications between Consultant and Client shall be conducted via [Specify Method, e.g., email, phone, video conferencing]. Consultant's contact information for communication purposes is as follows:

- **Email:** [Your contact email]
- **Phone:** [Your contact number]
- **Video Conferencing:** [Specify platform, e.g., Zoom, Microsoft Teams]

Consultant and Client agree to respond to any emails or requests for information within [X] business days.

14. Project Timelines

Consultant will provide Client with a detailed project timeline outlining key milestones and deadlines for the services to be rendered. This timeline will be agreed upon by both parties at the commencement of the project and may be adjusted as necessary with mutual consent. Consultant will make reasonable efforts to adhere to the agreed-upon timeline, but Client acknowledges that certain factors beyond Consultant's control may impact the schedule.

15. Retainer Agreement

Client agrees to enter into a separate retainer agreement with Consultant before any services can commence. The retainer agreement will outline the initial payment and terms required to secure Consultant's services. For deal financing efforts, the retainer amount shall be **\$3,750** (for 15 hours), which will be applied towards the hourly fees for services rendered. The retainer payment is **due upfront via PayPal** before any services related to deal financing are performed.

16. Application of Retainer

The retainer amount of \$3,750 for deal financing efforts shall be applied to the first 15 hours of consulting services. Once the retainer amount has been exhausted, Client will be invoiced monthly for any additional hours at the rate specified in Section 2.

17. Conditions for Refunding Retainer

If the Agreement is terminated by either party before the retainer amount has been fully utilized, Consultant will refund the remaining balance of the retainer to Client within 30 days of termination, provided that no outstanding invoices are due. Refunds will be issued via [Specify Refund Method, e.g., PayPal, wire transfer, etc.].

18. Payment Method for Retainer

Client agrees to pay the retainer amount via **PayPal** before any services can commence. Payment instructions will be provided in the retainer agreement.

19. Independent Contractor Status

Consultant is an independent contractor and not an employee of Client. Consultant shall have no authority to bind Client in any manner.

20. Intellectual Property

Any intellectual property, reports, or materials created by Consultant during the course of this Agreement shall be the sole property of Client, except where the Consultant has pre-existing rights to such intellectual property.

21. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, with respect to the subject matter hereof.



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

Calhoun Capital Solutions, LLC

By: _____

Name: Kevin Calhoun

Title: Founder

Client

By: _____

Name: [Client Name]

Title: [Client Title]

Exhibit A: Description of Services

Consultant will provide the following services:

- Real estate financing consulting
- Investment analysis
- Deal structuring
- Creative capital stacking