SERVICE AGREEMENT

Thank you for this opportunity to provide Social Media Marketing Consulting Services to you and your company – I look forward to working with you. This Agreement will confirm our understanding of the terms and objectives of the Consultant Services engagement and the nature and limitations of the services we will provide.

IT IS HEREBY AGREED by and between City Heights Business Association (hereinafter referred to as Company) and Commune Social Media (hereinafter referred to as Consultant), that Consultant shall provide certain services to Company as described in Section 2 below, for which Consultant shall receive compensation by Company starting August 1, 2021.

1. Term of Agreement. The term of this Consultant Agreement shall commence upon the signing of the Service Agreement

2. Scope of Services. Consultant shall provide the following services for the benefit of Company:
   a. See the attached proposal document as an account for scope of services.

3. Materials. During or in consequence of Consultant’s performance of this Agreement, it is possible that Consultant will come into possession of information and/or material which is confidential and proprietary to Company. Any and all documents, reports, and stored data prepared by the Consultant pursuant to this Agreement containing such information shall be the property of the Company without restriction as to its use. Consultant agrees that she will not publish, disclose or make any use of any proprietary information about Company that may come into her possession during this Agreement, except as may previously be agreed and approved in writing by Company. The above restriction on disclosure use will not apply to such information or material which was in the public domain or in Consultant’s possession prior to the date of this agreement and is in no way proprietary to Company.

4. Pricing for Services. As compensation for providing the Scope of Services for the benefit of Company, Consultant shall be compensated $600 (not including photography session spend) no later than the 15th of every month.

   A late charge will be assessed on all unpaid balances beginning September 15, 2020; the late charge will be calculated at the rate of 10% per month until paid.

   In the event that our fees are not paid within 40 days of an invoice date, Consultant reserves the right to stop all work until your account is brought current, or withdraw from the engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this agreement, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

5. No Entitlement to Benefits. Consultant shall not participate in any employee benefit plans, group insurance plans or programs (including, but not limited to salary, bonus, or incentive plans, stock option or purchase plans, or plans pertaining to retirement, deferred savings, disability, medical or dental). In addition, Consultant understands and agrees that, consistent with Consultant’s independent contractor status, Consultant will not apply for any government-sponsored benefits intended only for employees, including but not limited to unemployment benefits. Consultant’s exclusion from Benefit programs maintained by the Company is a material
component of the terms of compensation negotiated by the parties, and is not premised on Consultant's status as a non-employee with respect to the Company.

6. **Termination.** This Agreement may be terminated by either party without cause and upon not less than 30 days’ written notice. Company shall pay Consultant for all services rendered and expenses incurred as of the date of termination and shall reimburse Consultant for all reasonable costs associated with any termination. Further, we reserve the right to terminate services and withdraw from the engagement in the event that you are unable to timely provide us with requested records, documentation, and other information that we deem necessary for the completion of our work.

7. **Exclusive Arrangement.** During the term of this Consulting Agreement, Consultant shall personally fulfill the obligations of this Consultant Agreement. Consultant shall not employ the services of any employee, vendor or other party or person to fulfill the Scope of Services of this Consulting Agreement without the express written consent of Company. In the event Company consents to Consultant’s use of an employee, vendor or other party or person to fulfill the Scope of Services of this Consulting Agreement, the term “Consultant” as defined herein shall include such employee, vendor or other party or person. If language translation services are requested by said Company, an outside vendor will be contracted for services. Said Company will pay the contracted vendor directly.

8. **Representations and Legal Compliance.** Consultant agrees that she will make no representations (whether oral, written or visual) to any prospective or active franchisees of Company which: (i) state any specific levels of sales, income, gross or net profits which might be obtained by as a franchisee of Company; (ii) state specific levels of sales, income, gross or net profits of any existing franchises of Company; or (iii) are contradictory to any approved background information provided by Company and regarding Company and its business; or (iv) are in violation of any applicable governmental regulation or law.

9. **Independent Status.** Consultant is an independent contractor and shall not be considered or represent herself as an employee of Company. Consultant shall not have the authority to bind Company to any contract or obligation.

10. **Confidentiality/Non-Disclosure.** Consultant acknowledges and agrees that during the term of this Consultant Agreement, all technical plans and data, scientific and business information, sales figures, projections, estimates, customer lists, tax records, accounting procedures, promotional methods or planned services shall be considered and kept as the private and confidential information of Company and shall not be divulged to any firm, individual or institution except with the direct authorization of the President of Company.

Consultant further agrees that, upon termination of this Consultant Agreement, with or without cause, she shall continue to treat, as the private and confidential information of the Company, all technical plans and data, scientific and business information, sales figures, projections, estimates, customer lists, tax records, accounting procedures, promotion methods and planned services obtained by Consultant during this Consultant Agreement and shall not release any such information to any person, firm or institution except upon direct written authority from the President of Company.

11. **Notices.** All notices, demands or other communications of any type to the parties herein required or permitted hereunder (“Notices”) shall be void and of no effect unless given in accordance with the provisions of this Consultant Agreement. All Notices shall be via email with a 48 hour confirmation response from recipient or in legible writing and shall be delivered to the person to whom the Notice is directed, either (a) in person with a receipt requested therefore; (b) by registered or certified United States Postal Service mail, postage prepaid, with return receipt requested; or (c) by reputable overnight delivery carrier (i.e., Federal Express, etc.) with delivery signature required. Notices delivered in accordance with this Agreement shall be effective (i) upon the date of receipt or refusal of delivery if delivered personally; (ii) three (3) business days after deposit in the mail as acknowledged by receipt; or (iii) the date of confirmed delivery if sent by overnight mail. Notices shall initially be sent to the following addresses:

If to Consultant:  jess@communesocialmedia.com
If to Company:  enriqueg@cityheightsba.org

The parties may, from time to time by written notice to the other party, designate a substitute address for that above set forth, and thereafter notices to that party shall be directed to the substitute address.
12. **Severability.** The provisions of this Consultant Agreement shall be enforced to the fullest extent permissible under applicable laws. Accordingly, if any specific provision of this Consultant Agreement is determined to be invalid or unenforceable within the particular jurisdiction in which enforcement is sought, that portion of the Consultant Agreement will be considered as deleted for the purposes of such adjudication. All other provisions of this Consultant Agreement will be considered valid and enforceable to the extent permitted by law in that jurisdiction.

13. **Entire Agreement.** The parties hereto understand and agree that this Consultant Agreement constitutes the entire agreement between Consultant and Company.

14. **Modification Only in Writing.** Consultant understands that Company will not be bound by any oral statements or promises inconsistent with this Consultant Agreement and that this Consultant Agreement can be modified or amended only in a writing signed by the President of the Company and by Consultant.

15. **Acknowledgements.** The parties hereto acknowledge that they have thoroughly read and understand the terms and conditions of this Consultant Agreement. This Consultant Agreement shall supersede all previous agreements. The parties hereto acknowledge that this Consultant Agreement has not been executed in reliance upon any representation or promise except those contained herein.

16. **Miscellaneous.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. The laws of the State of California shall govern all disputes arising under the Agreement or relating to your engagement by the Company.

17. **Delivered Documents.** Work is delivered in usable digital form and is to be used as delivered without modification unless otherwise noted by Consultant.

18. **Project Documents.** All finished or unfinished project documents, concepts, graphics and proofs prepared by Consultant and all copyrights and other proprietary rights applicable thereto remain at all times property of Consultant until project completion. Completed product designs are delivered in usable form to client with a transfer of ownership within 72 hours of final payment. Usable forms include, but is not limited to: native and PDF digital files, print files and print materials.

By signing below, the Company and Consultant acknowledge terms and conditions contained within this agreement and further acknowledge that this agreement, along with subsequent written correspondence regarding, but not limited to, pricing, fees, terms and project time lines together represent a complete contract between Company and Consultant.

**COMPANY:**

By: ____________________________ Date: __________

Print: ____________________________

**CONSULTANT:**

By: ____________________________ Date: __________