

## Client Registration

### Client Information

First name:	
Last name:	
Email:	
Phone:	
Cell:	
Address:	
City:	
State:	
Zip:	

### What inspired you to contact us?

- Internet
- Small Business Administration
- Bank
- Business Owner
- Television or Radio
- Other Client
- Magazine
- Newspaper
- Chamber of Commerce
- Educational Institution
- Local Economic Development Official
- Word of Mouth
- Other (please describe)

**CLIENT SERVICES AGREEMENT**

1. Services

Facilitator shall provide to Client business facilitation services, including consulting with Client regarding their existing or start-up business, identifying and organizing resources to meet the Client’s individual needs, and providing assistance, guidance, recommendations and education on the Client’s specific issues to help build the Client’s management skills and knowledge (the “Services”).

2. No Cost for Services

Facilitator shall provide the Services to the Client at no cost to the Client. Facilitator is compensated by the local economic development corporation (the “EDC”) through Leading EDG, LLC.

3. Excluded Services

Facilitator shall not:

- Provide legal or accounting advice
- Act as an agent on the Client’s behalf with banks or in any other negotiation
- Engage in running the Client’s business
- Assume responsibility for strategic or tactical decision-making of the Client
- Act as an employee of the Client’s business
- Provide professional counseling or therapy
- Act as an “employment agent,” “business manager,” “financial analyst,” or “psychotherapist”
- Execute and implement recommendations
- Negotiate on the Client’s behalf
- Provide or draft contracts

4. Confidentiality

Facilitator agrees to keep confidential and not disclose to a third-party except Leading EDG, LLC any information contained in any business plan, financial information and/or other documents related to any Client’s business operations.

5. Intellectual Property Rights

The Parties acknowledge and agree that all right, title, and interest, including, without limitation, all patents, trade secrets, confidential information, copyrights, trademarks, and other intellectual property rights throughout the world, including derivative works, renewals, reissues and extensions, relating in any way to the print and/or electronic materials provided by Facilitator, shall belong solely and exclusively to Leading EDG, LLC, its legal representatives, successors, and assigns.

6. Company Promotions

Client agrees that Facilitator, Leading EDG, LLC, and the EDC may use Client’s name, logo, and non-proprietary information for promotional purposes.

7. Termination

Either Party may terminate this Agreement at any time and for any reason. Sections 4, 6, 9, 10 and 11 shall survive termination of this Agreement.

8. DISCLAIMER OF WARRANTIES

CLIENTS ARE RESPONSIBLE FOR CREATING THEIR OWN RESULTS. ALL BUSINESS ENTAILS RISK. RESULTS ARE NOT GUARANTEED AND FACILITATOR, LEADING EDG, LLC AND THE EDC DISCLAIM ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED.

9. LIMITATION OF LIABILITY

FACILITATOR, LEADING EDG, LLC AND THE EDC SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH ANY SERVICES OBTAINED PURSUANT TO THIS AGREEMENT, OR THE FAILURE OF FACILITATOR TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF THE FACILITATOR, THE EDC OR LEADING EDG, LLC.

10. Independent Contractor

It is expressly agreed that Facilitator’s relationship to the Client is always that of an independent contractor only and that no other relationship was created at any time or is intended or created by this Agreement. Specifically, nothing in this Agreement shall be in any way construed so as to make the Facilitator a joint venturer with, or a partner, agent, or employee of, Client.

11. Entire and Sole Agreement

This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter of this Agreement and supersedes any and all prior or contemporaneous oral or written communications regarding it, all of which are merged herein.

**AGREED:** \_\_\_\_\_

**Date:** \_\_\_\_\_