



Agreement for Services

This Agreement is made this 1st day of July 2023, between Encore Education Corporation, having its principal place of business at 16955 Lemon St., Hesperia, CA 92345, and Stephen Nutter, dba Enrollment Professor West (Contractor), having its principal place of business at 11523 Sandpiper Way, Penn Valley CA 95946.

In consideration of the client retaining the Contractor, to perform enrollment support services for the client, it is agreed as follows:

1. Terms

Client hereby retains Contractor, which hereby agrees to perform the following services: Enrollment and Marketing services as outlined below: **July 1, 2023, to June 30, 2024**

- a) **Digital Advertising:** Targeted social media ads. Includes cost and creation (English and Spanish) to run weekly on Facebook, Instagram, or applicable social media platforms. The client will retain all rights and ownership of the developed advertising indefinitely.
- b) **Google Advertising:** Bring Your School to the top section of the search page. The program includes the advertising cost and the creation of ads.
- c) **Applicant Retention Management System - ARMS**
EICM: The Enrollment Interest Conversion Module engages potential applicants from first contact to registration. This automated system allows each school to increase the chances of enrolling a new student by utilizing target messaging and staff reminders to engage each possible enrollment until they have all the information to decide.
EIM Module: The Enrollment Interest Meeting module is the Crown Jewel of our enrollment modules. The EIM module includes training and regularly monitoring all aspects of the module. This system produces a continuous supply of potential enrollment by creating a buzz in the community. The EIM program, when executed correctly, creates excitement in your community and grows enrollment.
Additional Modules: The client will have access to and training additional ARMS modules as they launch at no extra charge.
- d) **Creation of Promotional Videos:** Such as School introductions, Virtual School Tours, or Testimonials of Parents, Students, and Teachers. (For use on the website, landing page + as a follow-up tool for parent leads) The client will retain all rights and ownership of the promotional video indefinitely.
- e) **LPM Module:** The Landing Page Management module includes creating and managing a professional landing page to give prospective families a snapshot of your school offering and capture the quantitative data for your advertising campaigns.
- f) **Campaign Reports and Meetings:** When available, report on all ad campaigns.

Additional Advertising Options

The client can activate other advertising or agency services at an additional expense. Said services would be on bid pricing.



The following fees and terms shall apply:

This Agreement shall commence on the date stated above and shall remain in effect until all obligations under this Agreement have been properly completed. Either party to this Agreement may terminate this Agreement with or without cause by providing at least 30 days written notice to the other party.

Fees

Term twelve (12) month agreement 7/01/23 to 6/30/24 at \$3500 per month for the term. After the twelve (12) month term, the Agreement will continue on current terms (at \$3500 billed monthly) unless the client gives a 30-day notice of termination of the partnership or is notified in advance of increased costs by the Contractor.

Payment Option

Twelve monthly payments of \$3500 due on the first of each month: 7/1/23 through 6/30/24

Enrollment Professor shall provide an invoice(s) and shall maintain and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. The client shall make full payment for services upon receipt of the invoice. Invoices not paid after Ten (10) days of the due date are considered delinquent, and a late fee of 5% will be added to the payment amount. If payment is not received fifteen days after the due date, all service will be suspended until payment is made in full, including late fees. Credit card and auto-pay services are available upon request. These payment options will incur a 4% processing fee.

2. Warranties

Contractor, represents and warrants to client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and municipal laws.

3. Independent Contractor,

Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent Contractor. Contractor shall not enter into any contract or commitment on behalf of client. Contractor further acknowledges that it is not considered an affiliate or subsidiary of client and is not entitled to any Client employment rights or benefits.

4. Confidentiality

Contractor recognizes and acknowledges that this Agreement creates a confidential relationship between Stephen Nutter (Enrollment Professor West) and Client and that information concerning client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning client is hereinafter collectively referred to as "Confidential Information." The Contractor agrees to follow Client Information Security procedures and otherwise take all reasonable precautions for the protection of Confidential Information.

5. Non-Disclosure

Contractor, agrees that, except as directed by client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. If requested, EPW will turn over all documents, papers, and other matters in its possession or control that relate to the client.



6. Grant

Contractor agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Encore Education Corporation and that it will not transfer, publish, disclose, or otherwise make the work product available to third parties without client's prior written consent. Any rights granted to Stephen Nutter (Enrollment Professor West) under this Agreement shall not affect client's exclusive ownership of the work product.

7. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by electronic or certified mail.

IN WITNESS,

Client and Contractor have duly executed this Agreement as of the day and year first written above.

CONTRACTOR (Enrollment Professor West)

Agent:
Stephen Nutter

CLIENT (Encore Education Corporation)

Agent(s):
Sabrina Bow

Signature: _____

Signature: _____

Dated:

Dated: