

DRAFT CONTRACT FOR NEGOTIATION AND ADVISORY SERVICES

This Contract for Negotiation and Advisory Services (the "Contract") is entered into on [DATE], by and between:

AIMS K12 College Prep Charter Schools ("Client")
[CLIENT ADDRESS]

and

John Phan ("Consultant")
[CONSULTANT ADDRESS]

WHEREAS, the Client desires to engage the Consultant to provide negotiation and advisory services, and the Consultant agrees to provide such services to the Client under the terms and conditions outlined in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. SCOPE OF SERVICES

The Consultant shall provide the following services to the Client:

- a) Negotiate on behalf of AIMS K12 College Prep Charter Schools in matters related to real estate and bonds.
- b) Provide advice and recommendations to AIMS K12 College Prep Charter Schools on strategic decisions and contractual matters.
- c) Represent AIMS K12 College Prep Charter Schools' interests in discussions and negotiations with third parties.
- d) Prepare and review documents related to negotiations and agreements.
- e) Provide regular updates and reports on the progress of negotiations and advisory activities.

2. TERM

This Contract shall commence on [START DATE] and continue until [END DATE], unless terminated earlier in accordance with the provisions of this Contract.

3. COMPENSATION

- a) The Client agrees to compensate the Consultant at a rate of \$[RATE] per hour for services rendered.
- b) The Consultant shall submit detailed invoices on a monthly basis, outlining the services provided and hours worked.

c) Payment is due within 30 days of receipt of each invoice.

4. EXPENSES

The Client shall reimburse the Consultant for reasonable out-of-pocket expenses incurred in the performance of services under this Contract, provided that such expenses are pre-approved in writing by the Client.

5. INDEPENDENT CONTRACTOR STATUS

The Consultant is an independent contractor and not an employee of the Client. The Consultant shall be responsible for all taxes, insurance, and other obligations related to their self-employed status.

6. CONFIDENTIALITY

The Consultant agrees to maintain the confidentiality of all information obtained from the Client during the course of this engagement and shall not disclose such information to any third party without the Client's prior written consent.

7. CONFLICT OF INTEREST

The Consultant warrants that there is no conflict of interest in performing these services for the Client. If a conflict of interest arises during the term of this Contract, the Consultant shall immediately notify the Client.

8. TERMINATION

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

9. INTELLECTUAL PROPERTY

Any work product, reports, or materials produced by the Consultant in the performance of services under this Contract shall be the property of the Client.

10. INDEMNIFICATION

The Consultant agrees to indemnify and hold harmless the Client from any claims, damages, or liabilities arising from the Consultant's negligence or willful misconduct in performing services under this Contract.

11. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of California.

12. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

For AIMS K12 College Prep Charter Schools:

[NAME]
[TITLE]

Date: _____

John Phan:

Date: _____
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