

# SAMPLE Business Services Client Engagement Agreement

## By and Between:

### **Business Client (“Client”)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

### **Your Organization**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

San Francisco, CA 941 \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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This Business Services Client Engagement Agreement (this “Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”) and relates to the provision of certain services described below by NEDO on behalf of Client.

#### 1) The Services.

NEDO will provide Client with advice, suggestions and recommendations on business strategy which may include any (or none) of the following plus those additional services agreed to in writing by NEDO (the “Services”):

- Business Planning
- Marketing Plan (Advertising and Marketing Assistance)
- Financial Projections / Analysis
- Loan packaging
- Lease Negotiation / Commercial Ownership Feasibility or Acquisition
- Bookkeeping / Budgeting/ Accounting
- Retail Merchandising
- Location/ Site Identification
- Other: \_\_\_\_\_

2) WARRANTIES. NEDO warrants that it shall use commercially reasonable efforts to provide the Services in conformance with generally accepted standards of good practice and all applicable laws, rules, and regulations. NEDO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITH RESPECT TO THE SUCCESS OR PROFITABILITY OF CLIENT’S BUSINESS.

3) LIMITATION OF LIABILITY. NEDO WILL NOT BE LIABLE TO THE CLIENT FOR ANY DAMAGES TO CLIENT OR CLIENT’S BUSINESS INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. AS SUCH, NEDO WILL NOT BE LIABLE TO THE CLIENT FOR LOSS OF REVENUE, PROFIT OR GOOD WILL NOR FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT.

4) Independent Contractor. Client understands that the relationship between Client and NEDO shall be strictly limited to the performance of the Services and the other obligations required hereunder and NEDO and its employees will at all times remain an independent contractor of Client.

5) Entire Agreement. This Agreement constitutes the entire agreement with respect to the engagement of NEDO to provide the Services and supersedes any prior negotiations, understanding or agreements. Any modifications or amendments to this Agreement shall be in writing signed by each of the parties hereto.

6) Governing Law. This Agreement shall be governed by laws of the State of California and the **Special Conditions for Economic Development Services attached below.**

7) Confidentiality. NEDO shall treat as confidential and proprietary and not disclose to others during or subsequent to the term of this Agreement, except as it is necessary to perform this Agreement, and then only on a confidential basis, any information that is designated confidential at the time divulged to NEDO in the performance of this Agreement.

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IN WITNESS WHEREOF, Client and NEDO have signed this Agreement as of the Effective Date written above.

**Client**

***Your Organization***

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

### SPECIAL CONDITIONS FOR SMALL BUSINESS ASSISTANCE SERVICES (18B)

**(The following clause must be added to client/NEDO client engagement agreement)**

By signing this agreement, I understand that I am receiving assistance from “*the NEDO*” through the financial support of the Community Development Block Grant Program (CDBG). By receiving these services at no to low-cost, I understand that I am responsible for the following:

- I will document information on the jobs my business creates and retains in order to support “*the NEDO’s*” reporting requirements.
- I understand that 51% of positions must be made available to low- to moderate-income individuals. I also understand that 51% of the jobs created/retained by my business must be filled by low- to moderate-income individuals.
- I agree to provide the NEDO periodic reports documenting job creation and retention numbers for my business and to verify employee’s income by having each employee complete the required Employee Income Certification Form (ED Form 1) provided by “*the NEDO*”.
- I understand that a **permanent new job** is defined as a job classification that provides 1,750 hours a year of employment. Full time equivalent jobs (FTE) will also be considered towards establishing a final job count. I will provide information on hours per week for all jobs created and/or retained by my business through the ED Form 1.
- I understand that to claim **jobs retained** I must demonstrate that those jobs would have been lost without the assistance from “*the NEDO*”. Examples of evidence would be: **financial records, tax documents, eviction notices/commercial lease documentation, etc.**

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### SPECIAL CONDITIONS FOR MICRO-ENTERPRISE ASSISTANCE SERVICES (18C)

**(The following clause must be added to client/NEDO client engagement agreement)**

By signing this agreement, I understand that I am receiving assistance from “*the NEDO*” through the financial support of the Community Development Block Grant Program (CDBG). By receiving these services at no to low-cost, I understand that I am responsible for the following:

- I will provide my necessary documentation to demonstrate I am a low- to moderate-income individual based on my family household income.