



CONSULTING AGREEMENT

This Consulting Agreement describes the terms under which we have agreed to provide our consulting services.

CONFIDENTIALITY

Since our work necessarily deals with sensitive, valuable, and potentially damaging information, we treat all such information in a confidential manner. No information will be divulged to third parties without your authorization except as may be necessary to perform our duties or resolve disputes with governmental agencies. Likewise, much of the information we provide to you is confidential, proprietary, or copyrighted. You agree to restrict the distribution of this material to your own staff. While other colleagues may well be interested in receiving this material, you are expressly prohibited from lending or copying the material without our written permission.

In accordance with the Fair and Accurate Credit Transactions (FACT) Act, we are conscientious about possible identity theft and have instituted measures to identify, detect and respond to red flags in the handling of client information. This includes limiting access to client financial information to those individuals at Corcoran Consulting Group with a need to access it. In the event that we find any cause for concern, we will notify you. All copies of confidential or proprietary information, whether in written, graphic, or other tangible form, shall be returned to their owners promptly upon request.

COMMUNICATION

In most cases, we respond to your requests for assistance. Sometimes, we send you information that we believe you need to know, although you did not ask for it. For example, we may notify you of an important rule change that you may not know about or won't learn about for some time. Alternatively, we might send you an announcement of our upcoming educational seminars. By signing this Consulting Agreement, you are electing to receive information from us via mail, email, facsimile or telephone.

OUR CHARGES

Charges for our services are based on the time and resources required. In general, we bill for the actual time spent, in increments of 0.1 hours, on an hourly basis. The hourly rate depends on the consultant or staff person assigned to the task and may vary from time to time. Travel expenses, extensive photocopying, legal costs, subscriptions to our publications (written and electronic) and other expenditures incurred on your behalf will be billed separately.

For some well-defined projects, a written proposal will be submitted in advance with expected charges itemized for your approval. In such cases, we use a project fee which we believe fairly represents the effort which will be expended.

PAYMENT TERMS

Services performed on your behalf are billed monthly. Invoices identifying the nature of the services, the date they occurred, and the time involved, will be sent to you. Payment terms are net 30 days from the date of invoice; in some cases, a deposit may be required in advance. Interest is charged at the rate at 1.5% per month for late payment. All billing correspondence will be sent to the address submitted below unless otherwise requested.

Payment may be made by check or credit card. Mastercard, Visa and American Express are accepted. Unless otherwise specifically instructed to do so, our policy is not to retain your credit card number on file.

TERMINATION

You have the right to terminate our relationship at any time. If you do so, you will be responsible for any charges incurred in connection with our work on your behalf up to the date of termination, including the cost to transfer the work to another consultant if necessary. We may also terminate our relationship with you for any reason, including non-payment of fees. For the record, notification of termination will only be accepted or given in writing.

VI. MISCELLANEOUS

1. Client agrees to restrict all copyrightable materials developed under this Agreement, or any extension thereof, to immediate staff members of Client's practice. Corcoran shall retain ownership of such copyrights and none of the work performed that is copyrightable shall be considered a work for hire.
2. The parties acknowledge that breach of any of the non-financial provisions of this Agreement by any of the parties would result in substantial irreparable harm to the other parties, and that the extent of such harm could not be readily quantified. Accordingly, the parties agree that, in the event any of other parties breaches the non-financial provisions of this Agreement, the other parties shall, in addition to any other remedies available to it, be entitled to immediate injunctive relief from any Missouri court of competent jurisdiction, without the need to prove damages or irreparable harm.
3. The copyright and confidentiality provisions of this Agreement shall survive expiration or termination of this Agreement.
4. All correspondence to Client shall be sent to the attention of _____ at _____. Corcoran shall be notified in writing of any address or contact changes.

5. All correspondence to Corcoran shall be sent to the attention of William B. Rabourn, Jr. at Corcoran Consulting Group LLC, 2925 E. Battlefield, Suite 110, Springfield, MO 65804. Client shall be notified in writing of any address or contact changes.
6. This Agreement shall be governed by the laws of the State of Missouri excluding the conflict of laws, and jurisdiction and venue shall be the Circuit Court of Greene County (31st Judicial Circuit), Missouri.
7. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the substantially prevailing party shall be entitled to reasonable expert, consultant, and attorneys' fees and expenses in addition to any other relief to which such party may be entitled.
8. This Agreement reflects the entire Agreement between the parties and there are no other understandings or agreements, written or oral, related to the subject matter of this Agreement.

By signing this agreement, you agree to the above terms. This agreement remains in force until terminated by either party.

For Corcoran Consulting Group:

For Client:

William B. Rabourn, Jr.

Date

Name of Organization

Billing Address

City, State and Zip

Billing Contact Name / Email Address

Signature of Authorized Person

Print Name and Title

Authorized Person's Email

Date