## **CONSULTING CONTRACT**

Consultant Client

This Consulting Contract is entered into between Curtis Seltzer, Consultant, 1467 Wimer Mountain Road, Blue Grass, Va., 24413, 540-474-3297 and hereinafter, Client, under the following agreed terms:
1. Consultant will offer oral and written research and/or advice about rural real estate according to the needs of the Client to the best of his ability. Consultant will obtain advance authorization from Client orally or in writing to undertake research tasks for which the Client agrees to compensate the Consultant as billed for undertaking the agreed work.
2. Consultant will present findings and/or advice to Client either orally or in writing, as mutually agreed.
3. Client agrees that Consultant is not responsible or liable for the actions of the Client in applying Consultant's research and/or advice. Client agrees to hold Consultant harmless for Client's actions.
4. Client agrees to pay Consultant upon receipt of Consultant's itemized bill for time and expenses. Payment is due on receipt of Consultant's bill.
5. Consultant's services are billed by the hour for project work at \$150/h or by the minute for telephone/email time at \$2.50/m.
6. If Consultant and Client agree that payment for Consultant's services should be calculated as either a flat fee or as a percentage of a property's full purchase price as shown on the settlement statement, this amount shall be paid from the Client/Buyer's funds to the Consultant at closing by the settlement agent. If no purchase results from time spent by Consultant on behalf of Client, the Consultant's full hourly billed time is due from Client with no further obligation from the Client.
7. If Client shares or sells Consultant's work to a third party, Client agrees that he is still obligated to pay Consultant's billed fees.
8. Consultant is not a licensed broker or real-estate agent and does not offer those services, act in an agency relationship with the Client or share in brokerage commissions.
9. This Contract takes effect on the date of the last required signature. Any work done by the Consultant in advance of this Contract taking effect that the Client authorized orally or in writing shall be paid at the normal billed rate of \$150/h.
Date:
Curtis Seltzer
1467 Wimer Mountain Road Blue Grass, Va. 24413
540-474-3297
<u>curtisseltzer@htcnet.org</u>

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