

THE *Line* UP™

BY INSTYLATION

CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of _____ 20__, by and between _____ and Andrea J. Littleton of Instylation, LLC, based in Sandy Springs, Georgia.

In this Agreement, the party who is contracting to receive services shall be referred to as “Client”, and the party who will be providing the services shall be referred to as “Consultant”.

Consultant has a background in apparel design, wardrobe management and backstage organization for fashion shows and theatrical productions and is willing to provide services to Client based on this background. Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide wardrobe management services. The Consultant is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement. Client remains responsible for all of their decisions.

Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES

The Consultant will provide the following backstage services (collectively, the “Services”):

- *Model Dressers* – 1-2 staff members to assist each model with dressing and undressing.
- *Show Production liaison* to work closely with show producers to insure fluidity of show.
- *Coordination with stylists, hair stylists & make up artists* to make sure models ‘ look is correct.
- *Time-line management* to assure that the production runs smoothly from start to finish.
- *Backstage set up & breakdown*

The Consultant agrees to provide the following additional Services to the Client upon request:

- *Model Casting* – A representative from The Line Up will attend your model call and select and cast all models for your show.

2. TERM OF AGREEMENT

The term of this Agreement (“Term”) will begin on the date of this Agreement and will remain in effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement will be extended as long as Client requests Services.

3. PERFORMANCE OF SERVICES

The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant and agreed upon with Client before the start of any Services.

4. **RETAINER/PAYMENT**

Client will pay a retainer to Consultant for the Services in the sum of 10% of the total of requested Services. This fee shall be payable in advance upon contract signing. This retainer is non-refundable. Consultant shall bill first to the retainer. Upon depletion of retainer, Client shall pay additional fees, if any, upon presentment of a billing statement by Consultant.

5. **EXPENSE REIMBURSEMENT**

Consultant shall be entitled to reimbursement from Client for the following “out-of-pocket” expenses: Expenses for travel outside of the state of Georgia, limited to air and ground travel only, and billable to Client upon completion of all Services.

6. **CONFIDENTIALITY**

Confidential information (the “Confidential Information”) refers to any data or information relating to the Client and Consultant, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and Consultant and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client or Consultant.

The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client. Client agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential and proprietary information which the Client has obtained or uses, except as authorized by the Consultant.

All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant. All written and oral information and material disclosed or provided by the Consultant to the Client under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Client.

The confidentiality provisions of this Agreement shall remain in full effect after the completion of Services.

7. **CAPACITY/INDEPENDENT CONTRACTOR**

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

8. **NOTICE**

All notices, requests and other communications required or permitted by the terms of this Agreement will be given electronically and in writing and delivered to the Parties of this Agreement via email and in person.

9. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

10. **TERMS OF SERVICE**

Client agrees to adhere to Instyillation, LLC’s TERMS OF SERVICE for The Line Up, which has been attached to this Agreement.

11. **AMENDMENT**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. **SEVERABILITY / APPLICABLE BY LAW**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. This Agreement shall be governed by the laws of the State of Georgia, in which the Consultant resides, and in the State of _____ in which the Client resides.

CLIENT RECEIVING SERVICES:

CLIENT SIGNATURE: _____ DATE: _____

SERVICE PROVIDER: *The Line Up by Instyillation, LLC*

CLIENT SIGNATURE: _____ DATE: _____

Andrea J. Littleton, Consultant

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**RECEIPT**

Acknowledged receipt from Client in the sum of \$\_\_\_\_\_. This payment constitutes payment of the retainer required under Section 4 of this Agreement.

CONSULTANT INITIALS: \_\_\_\_\_ CLIENT INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_