



## CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_ and Andrea J. Littleton of Instyillation, 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 and wardrobe management 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 agrees to provide the following designated Service(s) (collectively, the “Services”) to the Client:

- ***Customized Closet Organization*** – Organization of all garments, shoes, jewelry and accessories; wardrobe editing and hands on assistance with cleanout out your closet; seasonal wardrobe swap.
- ***Wardrobe Evaluation, Inventory & Update*** – A comprehensive evaluation and inventory of Client’s garments, shoes, jewelry and accessories; wardrobe editing and update with seasonal wardrobe swap; styling & Digital Wardrobe LookBook.
- ***Closet Concierge*** – Personal care services (see *Service Descriptions* provided to Client prior to appointment).

### 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. PAYMENT / RETAINER

- Client will pay Consultant \$25 hourly for *Customized Closet Organization* Services and *Closet Concierge* Services, at a minimum of 6 hours. This fee shall be payable at the completion of all services, on the day of Service.
- Client will pay a retainer to Consultant for the *Wardrobe Evaluation, Inventory & Update* 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 Instylation, LLC’s TERMS OF SERVICE for Wardrobe Solutions, 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: *Wardrobe Solutions by Instylation, 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: \_\_\_\_\_