|  |  |
| --- | --- |
| **1 HOUR CONSULTING APPOINTMENT**   * **APPLIED TO PACKAGE IF PURCHASED.** * **MEETING TO ANSWER ALL QUESTIONS REGARDING:**   **REGISTERING YOUR BUSINESS, ADVISE BEST OPTION FROM PACAGES AND SERVICES BELOW** | **$50** |
| **DBA**   * **REGISTERS AND FILE ALL REQUIRED PAPERWORK TO PRESERVE BUSINESS NAME.** * **INFORM OF ALL LICENSES AND PERMITS NEEDED** | **$29** |
| **PACKAGE A**   * **COMPLETE AND FILE ALL REQUIRED PAPERWORK TO REGISTER YOUR LLC AND SECURE YOUR BUSINESS NAME** * **FEDERAL BUSINESS TAX ID (EIN OBTAINMENT)** | **$49** |
| **PACKAGE B**   * **COMPANY BINDER THAT INCLUDES:** * **ALL DOCS TO OPEN BUSINESS BANK ACCOUNT** * **LLC COMPLIANCE CALENDER** * **REGISTERED AGENT INFO** | **$139** |
| **PAKAGE C** | * **$449** |
| * **BUSINESS PLAN WRITE UP** * **LEGAL FORMS** * **BUSINESS CONTRACTS** * **ATTORNEY REFERRALS** * **BUSINESS TAX EXPERT REFERRAL** * **CUSTOMIZED BUSINESS FINANCIAL TEMPLATES** * **BUSINESS INSURANCE INFO** |  |

* **STATE FILING FEES AS OF 1/1/19 IS $90, SUBJECT TO CHANGE WITHOUT NOTICE**
* **REFER A FRIEND TO BOOK A CONSULTATION AND RECEIVE A 50% DISCOUNT ON YOURS**
* **REFER 2 FRIENDS TO BOOK A CONSULTATION AND RECEIVE YOURS FOR FREE**
* **NON PROFIT ORGANIZATION FORMATION PRICE VARIES, STARTING PRICE IS $499**

|  |
| --- |
| Deionna spent over a decade working with large organizations in the Non Profit and Education sector. She has a Bachelor’s degree in Communication Studies, A Master’s degree in Public Administration and a Master’s degree in Business Administration in addition to being a Licensed Realtor. After working with organization such as UCLA as a project and contract compliance manager; organizing and streamlining workloads in multiple departments in addition to working on grants, she was inspired to start her own business. She was assisting a friend in the beauty industry who was thinking about launching a business and became intrigued. After embarking on her own beauty business and filing all of the necessary documents with the city, state and IRS, Deionna quickly learned that many professionals in the industry liked to solely focus on their creative talents. The arduous rules, regulations and paperwork necessary to stay in compliance left many small business owners confused, stressed and frustrated. Deionna decided to utilize her academic and professional background along with her new understanding of beauty professionals to launch her second business, Beauty and Brains LLC. Beauty and Brains LLC was created to assist small business owners like herself in all industries to properly create and register their businesses, allowing the owners to focus on their passion. Deionna is still a licensed permanent make up and tattoo artist that trains beauticians in Microblading and Eyelash Extension application, and she still takes Microblading clients. As a beauty industry professional, successful entrepreneur and a studied woman across multiple platforms she truly has beauty and brains and is ready to help you bring forth your vision through her informative consultations, business advising and being your invaluable resource throughout the process of starting your business.  . Clients include: scofclothing@all4lessinc  YDTP.org |



DEIONNA L. SOUDER, MBA

CEO & FOUNDER OF BEAUTY AND BRAINS LLC

CONTACT:

[INFO@BEAUTYANDBRAINLLC.COM](mailto:INFO@BEAUTYANDBRAINLLC.COM)

BEAUTYANDBRAINLLC.COM

562-659-0950

Proud Business Alliance Partner with: 

CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT (the "Agreement") dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_**

**BETWEEN:**

|  |  |
| --- | --- |
| Client  Start Up Business  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (the "Client") | Consultant  Deionna L. Souder, MBA  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (the "Consultant") |

BACKGROUND

1. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
2. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
   * Start up Business Consulting.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

Term of Agreement

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide seven days' written notice to the other Party.

Performance

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

1. The Consultant will charge the Client for the Services as follows (the "Compensation"):
   * $50 Consultation Fee that is applied to any services purchased.
2. Invoices submitted by the Consultant to the Client are due upon receipt.
3. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.
4. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Confidentiality

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. 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 or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
3. 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.

Ownership of Intellectual Property

1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
2. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

1. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

1. 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. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

Notice

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
   1. Start Up Business  
      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Deionna L. Souder, MBA  
      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

1. Beauty and Brains LLC   do not provide tax, accounting or legal advice. This material has been prepared for informational purposes only, and is not intended to provide, and should not be relied on for, tax, accounting or legal advice. You should consult your own tax,  accounting or legal advisors before engaging in any related transaction. Client further agrees and understands that although documents and filings prepared by Beauty and Brains LLC  are reviewed by its consultants has not and does not render legal advice or offer legal assistance. All requests for legal advice by Client will be referred to legal counsel for a proper legal opinion.

Modification of Agreement

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

1. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

1. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

1. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Severability

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Start Up Business |  |
| Deionna L. Souder, MBA  Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal) |  |

Consulting Agreement Page of