

# Prime Label Consultants, Inc.

## PRIME LABEL CONSULTANTS PREMIUM ACCESS SERVICE RETAINER AGREEMENT

### Parties

This Agreement (“Agreement”) is made between Prime Label Consultants, Inc. (“PLC”) and \_\_\_\_\_ (“Client”).

### Effective Date

This Agreement becomes effective on \_\_\_\_\_

### Services

As of the effective date of this Agreement, PLC will provide the following services to Client:

#### **Labeling and Regulatory consulting.**

The Premium Access retainer service does not cover the expediting and/or submission of specific labels to the USDA for approval.

### Monthly Premium Access Service Retainer Preferred Rate

General (non-Premium Access) Consulting rates are as follows: \$180 per hour, with a 15-minute (\$45) minimum.

Client understands that the following is the discount provided to PLC Premium Access clients:

MONTHLY AUTO PAY- \$135 per hour for consulting services, with a 15-minute (\$34) minimum. This represents a 25% discount over the General rate.

MONTHLY MANUAL PAY- \$150 per hour for consulting services, with a 15-minute (\$37.50) minimum. This represents a 16.6% discount over the General rate.

### Payment

On the effective date of this Agreement, Client will pay an initial retainer fee, calculated as 2 hours (or more) of consulting services per month, prorated for the number of days remaining in the effective month of this contract. Client understands that the monthly amount is a discounted rate offered to retainer clients for services that PLC would normally bill at \$180 per hour. (See Monthly Retainer Discounts above.)

Upon receipt of this initial retainer fee, PLC will begin providing the services described above. On the last business day of each month thereafter, beginning on the last day of the effective month of this contract, Client agrees to provide an additional retainer fee covering the same number of hours of

## **Prime Label Consultants, Inc.**

Consulting service for the following month. Again, work by PLC will continue upon receipt of this retainer fee. This arrangement (retainer fee paid on the last business day of each month to cover the following month's work) will continue for as long as all three of the following apply:

1. Client wishes to continue receiving services.
2. The nature and scope of services remains the same.
3. PLC's rates remain unchanged.

### **Method of Payment (select one)**

\_\_\_\_ Client understands that for a PLC client to qualify for MONTHLY AUTO PAY retainer rates, that client must preauthorize PLC to obtain direct recurring automatic payment. By signing this agreement, Client authorizes PLC to receive direct recurring automatic payment every month by charging the payment to Client's VISA, Master Card or American Express credit card. Client agrees to provide PLC with needed credit card information at the signing of this Agreement.

\_\_\_\_ Client understands that for a PLC client to qualify for MONTHLY MANUAL PAY retainer rates, said client must provide PLC with either a monthly check or valid credit card number by the beginning of each month.

### **When Hours Exceed or Fall Short of Client's Hour Allowance**

If the services that Client requests in a given month exceed the number of hours specified in this Agreement, PLC will provide all of the services that the Client requests, and Client agrees to pay the excess hours at the same discounted Premium Access rate detailed above ("Monthly Premium Access Retainer Preferred Rate"). PLC will invoice excess hours at the end of the month in which those hours were used, and Client authorizes PLC to process automatic credit card charge for those excess hours at the same time as the next month's payment for retainer hours.

Hours not used within a given month do not carry forward to the following month.

### **PLC Rate Changes**

When PLC increases its non-retainer rates, the rates for retainer clients will likewise increase. The retainer discount level will likely remain, but is subject to change at PLC's discretion.

### **Expenses**

*Client agrees to pay PLC for any expenses incurred in performing Client's work including, but not limited to, postage, copying and printing, supplies, paper stock, label stock, and any monies paid to outside parties on Client's behalf. If expenses are under \$100, PLC will wait until the end of the month to bill for expenses, and Client authorizes PLC to pay those expenses by charging Client's credit card or debiting Client's bank account at the same time PLC processes the next month's payment for retainer*

**Prime Label Consultants, Inc.**

*hours. When expenses in a given month exceed \$100, Client authorizes PLC to process a separate mid-month transaction to cover those expenses.*

**Notification of Payment Processed**

Whenever any automatic transaction is processed, PLC will generate and send to the Client an invoice showing the amount processed. Invoices will be sent by email in Adobe Acrobat (PDF) format unless Client requests another method.

**Termination of Agreement**

*This Agreement may be terminated by either party giving written notice to the other.*

*If Client terminates this Agreement, such notice will include instructions to PLC as to whether any work provided to PLC but not yet completed should be completed or returned to Client prior to completion.*

*After all work for Client has been completed, PLC will do a final accounting. If the hours of service used in the month of termination are equal to or less than the hours specified in this Agreement, PLC will not process an additional transaction from Client's credit card or bank account for hours, and no refund will be due to Client. If there were excess hours and/or expenses in the final termination month, PLC will process a final transaction from Client's credit card or bank account covering those two items.*

*If PLC terminates this Agreement, PLC will return all uncompleted work to Client, and will refund to Client any unused hours in the final month, less any expenses.*

**Entire Agreement**

This Agreement contains the entire agreement of both the parties, and there are no other promises or conditions in any other agreement, either oral or written. Should services be added, both parties agree to sign a new Agreement to cover all services provided as well as to provide for additional payment for increased hours of service.

By signing below, each party affirms that he/she has read and understands this Agreement.

By: \_\_\_\_\_, for Prime Label Consultants

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

By: \_\_\_\_\_, for \_\_\_\_\_

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