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

**CONFIDENTIAL**

***Via Email or First Class Mail:***

To: <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>

**Client Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**City, State and Zip Code:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **RE: Engagement Agreement (“Agreement”) for professional services, namely consulting services related to [INSERT GENERAL DESCRIPTION OF SERVICES HERE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](collectively, the “Engagement Services”).**

**Dear** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 We are pleased you have selected the Color Me SafeSM, LLC family crisis management and consulting firm (“**CMS**”) to assist **[INSERT FULL CLIENT NAME HERE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** (hereinafter, the “**Client**”) with the Engagement Services identified above. This letter acknowledges your engagement of CMS and provides an understanding upon which CMS will provide those Engagement Services. If you have any questions concerning any of the following, please call CMS to discuss.

**ENGAGEMENT**

**[INSERT CONSULTANT NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** will be the primary CMS consultant providing the Engagement Services. From time to time, other CMS consultants or contractors may assist or provide certain Engagement Services to the Client.

 The parties agree that CMS is being retained by the Client solely for the Engagement Services described above and for the sole benefit of the Client. Should the Client request additional services from CMS, the terms of this Agreement will apply to such services unless superseded by another written agreement required by CMS.

CMS cannot make any representations or offer any advice for protecting the interests of any of the Client’s affiliates, subsidiaries, parents, individual directors, officers, employees, shareholders or other constituents. In certain situations, our advice to the Client may involve matters that adversely affect the interests of or may conflict with the interests of such individuals or affiliates. In all such matters, our sole duty is to represent the interests of the Client.

The Client understands and agrees that CMS is not undertaking the Engagement Services on a contingency basis. While CMS cannot guarantee or predict the ultimate result or success of any engagement, CMS strives to provide you with high quality consultation furnished in courteously and responsively. If Client has any experience that falls short of its expectations, Client agrees to notify CMS immediately so that we can address the problem.

**BILLING AND FEES**

**[USE THIS FOR RETAINER & BILL HOURLY CLIENT]**

At this time, CMS will require a retainer of **$500.00** (the “**Retainer Amount**”). The Retainer Amount and any expenses will be applied to the Client’s final invoice. CMS charges **$90.00 per hour** for time spent on the Engagement Services, and our time is kept and billed in half-hour increments. All hours are totaled at the end of each month, invoiced by CMS, and are due immediately upon presentment to the Client.

**[USE THIS FOR FLAT FEE CLIENTS]**

CMS contemplates providing the Engagement Services for a flat fee of $\_\_\_\_\_\_\_\_ and will require all such fees prior to commencing work on any of Client’s matters. An invoice for the flat fee Engagement Services is attached to this Agreement.

**Timekeeping:** Each CMS team member assigned to work on the Engagement Services will keep records of the time expended in this representation, including preparation and review of documents, correspondence, telephone and office conferences, research, and any other time which, in our professional judgment, must be spent in the performance of our representation. From time to time, this may include consultation with other CMS consultants who have background, knowledge and experience in particular aspects of the representation.

**Out-of-Pocket and Other Expenses:** The Client will be required to prepay for any estimated out-of-pocket expenses for travel, overnight travel, and accommodations prior to any such arrangements made by CMS. CMS may charge the Client for any expenses incurred such as long distance, copies, postage, travel, *etc*. To keep fees to a minimum, CMS may use and supervise persons who are not consultants to perform services and we will bill a reasonable fee for their services depending upon the work performed. CMS will furnish a monthly invoice itemizing all the services provided, by whom and any expenses incurred on your behalf. We understand the need to budget and we do our best to keep fees to a minimum and to alert you when we anticipate extraordinary time or expenses.

 **CMS Fee Structures:** Please be aware that CMS fee structures are reviewed annually and may be modified from time to time. In the event rates are increased, it will only be applied prospectively after notice to the Client. Further, if the scope of our representation changes from that described above, we may require an additional retainer from the Client.

**INFORMATION FROM THE CLIENT**

CMS will not be responsible for independently verifying the truth and accuracy of information supplied by or on behalf of the Client. The Client’s delivery of such information to CMS constitutes a warranty of its accuracy and completeness. In addition, the Client understands that CMS will be relying on the Client to review for accuracy and correctness all documents or communications drafted by CMS that will or could be submitted to any third parties, including regulatory authorities. CMS will not be responsible for any due diligence in connection with the acquisition of any property unless specifically provided in writing signed by both parties.

**ELECTRONIC COMMUNICATIONS**

 The Client recognizes that electronic communications cannot be fully protected from unauthorized interception. In addition, human error may at times result in electronic communication being mistakenly sent or misrouted once received. Nonetheless, for efficiency purposes, the Client authorizes CMS to transmit information, including information of a confidential nature, to the Client by e-mail and facsimile.

**GOVERNING LAW; COMPLETE AGREEMENT; TERMINATION**

 This Agreement contains the entire agreement between the Client and CMS regarding the Engagement Services described herein and supersedes any and all prior oral or written agreements. This Agreement and any disputes arising from the relationship between the Client and CMS shall be governed by the laws of the State of Texas and, except as otherwise provided above, may only be changed by a written amendment executed by both the Client and CMS.

CMS has the right to terminate this Agreement at any time upon Client’s material breach of this Agreement. In the event of termination, all fees and expenses incurred on the Client’s behalf, whether billed or unbilled, shall become immediately due and payable to the extent not already billed and payable.

**EXECUTION OF AGREEMENT**

 The individuals signing this agreement warrant that they have the authority to enter the agreement on behalf of the Client. This Agreement will not take effect, and CMS will have no obligation to provide any services to the Client, until CMS receives a fully executed copy of this Agreement and the Client has paid the required fees under this Agreement.

**Please confirm your acceptance of the terms and conditions set forth in this Agreement by returning an executed copy to CMS along with your payment of $\_\_\_\_\_\_\_\_\_\_\_\_\_. Please make all checks payable to “Color Me SafeSM, LLC Consulting.”**

We work hard to earn the confidence our clients place in us. If you have questions, please do not hesitate to call our office.

Yours truly,

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CMS REPRESENTATIVE**

Color Me SafeSM, LLC

**The parties hereto have caused this Agreement to be executed by their duly authorized officers or agents, if applicable, effective as of the latter of the dates provided below.**

**The Client:**

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 **Color Me SafeSM, LLC Consulting:**

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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