



CLIENT SERVICES AGREEMENT

This Client Services Agreement (“**Agreement**”) is entered into by and between:

- 1) **Smet & Sanders Consulting LLC**, a limited liability company organized under the laws of the State of Florida, with its principal office at [Insert Registered Address from Certificate of Status], United States, and Employer Identification Number (EIN) 61-2272817 (“**Company**”), and
- 2) [**Client Name**], an individual or entity with a principal address at [Client Address] (“**Client**”).

The Company and the Client are collectively referred to as the “**Parties**” and individually as a “**Party**.” This Agreement is effective as of [Insert Date] (“**Effective Date**”).

WHEREAS, the Company provides online coaching, tutoring, and consulting services, including educational coaching for children and students, structural calculations, technical support, project management, and construction tutoring; and

WHEREAS, the Client desires to engage the Company to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Scope of Services

1.1 Services Provided

The Company shall provide the following services (“**Services**”) to the Client, as agreed upon in writing (e.g., via email, proposal, or booking confirmation):

1.1.1 Educational Coaching and Tutoring: Online teaching, tutoring, and coaching for children and students, including mainstream education and support for students with learning disabilities such as ADHD, delivered by Daniella Sanders or her designated representative.

1.1.2 Consulting Services: Online structural calculations, technical support, project management, and construction tutoring, delivered by Jeffrey Smet or the Company’s designated representative.

1.1.3 Any additional services mutually agreed upon in writing by the Parties.



1.2 Delivery Method

1.2.1 Services shall be delivered online via third-party platforms, including but not limited to Microsoft Teams, Google Meet, Zoom, and WhatsApp, as selected by the Company or mutually agreed upon.

1.2.2 Scheduling for educational coaching and tutoring shall be facilitated through Calendly, requiring payment prior to selecting a session date.

1.2.3 The Company reserves the right to determine the appropriate platform for service delivery to ensure quality and efficiency.

1.3 Service Limitations

1.3.1 Structural Calculations Disclaimer: The Client acknowledges that structural calculations provided by the Company are for informational purposes only. The Company and its representatives are not licensed structural engineers, and the Client assumes all risks associated with the use of such calculations. The Company shall not be liable for any damages arising from the use of or reliance on these calculations.

1.3.2 The Company shall not provide Services requiring physical presence, manufacturing, or shipping of goods.

2. Payment Terms

2.1 Fees

2.1.1 The Client shall pay the Company the fees for the Services as outlined in the applicable proposal, invoice, or booking confirmation (“**Fees**”).

2.1.2 Fees for educational coaching and tutoring sessions shall be paid in advance via Calendly at the time of booking.

2.1.3 Fees for consulting services shall be invoiced as agreed upon in writing, with payment due within 7 days of invoice issuance.

2.2 Payment Methods

2.2.1 Payments shall be made via bank transfer, PayPal, or Apple Pay, as specified by the Company.

2.2.2 Bank transfer payments shall be made to the account designated by the Company, with all transfer fees borne by the Client.



2.2.3 PayPal and Apple Pay transactions may incur additional processing fees, which shall be borne by the Client unless otherwise agreed.

2.3 Late Payments

2.3.1 Payments not received by the due date shall incur a late fee of 2% per month on the outstanding balance.

2.3.2 The Company reserves the right to suspend Services until all outstanding payments are received in full.

2.4 Currency

All payments shall be made in United States Dollars (USD) unless otherwise agreed in writing.

3. Client Obligations

3.1 Information and Cooperation

3.1.1 The Client shall provide accurate and timely information necessary for the Company to perform the Services, including but not limited to project specifications, schedules, and access to required platforms.

3.1.2 The Client shall promptly respond to the Company's requests for clarification or additional information.

3.2 Compliance with Platforms

The Client agrees to comply with the terms of service of all third-party platforms used for Service delivery (e.g., Calendly, Teams, Google Meet, Zoom, WhatsApp).

3.3 Use of Deliverables

The Client shall not use any deliverables, including structural calculations or educational materials, for purposes other than those explicitly agreed upon without the Company's prior written consent.

4. Confidentiality

4.1 Confidential Information

4.1.1 "Confidential Information" includes all non-public information disclosed by one Party to the other, including but not limited to client data, business strategies, and proprietary materials.



4.1.2 The receiving Party shall not disclose, reproduce, or use Confidential Information for any purpose outside the scope of this Agreement without prior written consent, except as required by law.

4.2 Exceptions

Confidential Information does not include information that:

4.2.1 Is publicly available through no fault of the receiving Party;

4.2.2 Was rightfully known by the receiving Party prior to disclosure;

4.2.3 Is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

4.3 Non-Disclosure Agreement

The Parties agree that the terms of the separate Non-Disclosure Agreement, if executed, shall supplement this section and govern in case of conflict.

5. Intellectual Property

5.1 Ownership

5.1.1 The Company retains all rights, title, and interest in any materials, methodologies, or intellectual property created or used in providing the Services, including but not limited to educational content, templates, and calculation methodologies.

5.1.2 The Client is granted a non-exclusive, non-transferable license to use deliverables solely for the purposes outlined in this Agreement.

5.2 Client Materials

Any materials provided by the Client shall remain the Client's property, and the Company shall use such materials solely to perform the Services.

6. Term and Termination

6.1 Term

This Agreement shall commence on the Effective Date and continue until the Services are completed or terminated as provided herein.

6.2 Termination for Convenience

6.2.1 Either Party may terminate this Agreement with 30 days' written notice.

6.2.2 Upon termination, the Client shall pay for all Services rendered up to the date of termination.



6.3 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party:

6.3.1 Breaches a material term of this Agreement and fails to cure such breach within 15 days of notice; or

6.3.2 Becomes insolvent or files for bankruptcy.

6.4 Effect of Termination

Upon termination, the Client shall return or destroy any Confidential Information provided by the Company, and the Company shall deliver any completed deliverables to the Client.

7. Limitation of Liability

7.1 No Warranties

The Company provides the Services on an “as-is” basis and makes no warranties, express or implied, regarding the outcomes of the Services, except as explicitly stated herein.

7.2 Liability Cap

The Company’s total liability under this Agreement shall not exceed the Fees paid by the Client for the Services giving rise to the claim.

7.3 Exclusion of Damages

The Company shall not be liable for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities.

7.4 Structural Calculations

As stated in Section 1.3.1, the Company shall not be liable for any damages arising from the Client’s use of or reliance on structural calculations provided as part of the Services.

8. Indemnification

8.1 Client Indemnity

The Client shall indemnify and hold harmless the Company, its officers, and representatives from any claims, damages, or liabilities arising from the Client’s misuse of deliverables or breach of this Agreement.

8.2 Company Indemnity

The Company shall indemnify the Client against claims arising from the Company’s gross negligence or willful misconduct in performing the Services.



9. Governing Law and Dispute Resolution

9.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law principles.

9.2 Dispute Resolution

9.2.1 Any disputes arising under this Agreement shall first be addressed through good-faith negotiations between the Parties.

9.2.2 If unresolved within 30 days, disputes shall be submitted to binding arbitration in Miami, Florida, under the rules of the American Arbitration Association.

9.2.3 Each Party shall bear its own costs, and the arbitrator's fees shall be split equally unless otherwise determined.

10. Miscellaneous

10.1 Entire Agreement

This Agreement, together with any exhibits or addenda, constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral.

10.2 Amendments

This Agreement may only be amended in writing signed by both Parties.

10.3 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign this Agreement to an affiliate or successor.

10.4 Force Majeure

The Company shall not be liable for delays or failure to perform due to events beyond its reasonable control, including but not limited to internet outages, platform failures, or natural disasters.

10.5 Notices

All notices under this Agreement shall be in writing and delivered via email to daniellasanders1975@gmail.com or jeffrey@smetconstructionconsulting.com for the Company and [Insert Client Email] for the Client, or to such other address as provided by either Party.

10.6 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.



10.7 No Waiver

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Smet & Sanders Consulting LLC

By: _____
Name: [Jeffrey Smet or Daniella Sanders]
Title: Manager
Date: _____

Client

By: _____
Name: [Client Name]
Title: [If applicable]
Date: _____