

Technical Assistance Agreement
**Special Services – Fees Subject to
Change**

This agreement is entered into this _____ day of _____, 20_____ by and between Direct Care Training & Resource Center, LLC, a State of Michigan Limited Liability Company (Hereinafter The Provider) and _____ OF _____, Michigan (hereinafter the Client).

I. Purpose

Whereas "The Client has an interest in operating a business that provides care services in the State of Michigan or is already doing so and has requested the following marketing and/or business development assistance:

Business Name: _____
 Total Other Services: _____
 Payment Terms: Any final pmt. due once all work performed will be automatically debited from payment source identified by client without additional notice. Initials: _____

	Item of Service	Fee for Service	Client Initials Acceptance	Provider Initials Acceptance	Comments
1	Marketing Program Design	\$250.00			Unless included with other agreement
2	5 Page Website design (Paid website hosting for one year)	\$600.00			
3	Design professional Image/Logo 3 for Client to Choose From	\$400.00			Client will have 4 from which to choose
4	Design Business Cards (2) and Letterhead and Envelope	\$200.00			
5	Print Business Cards	\$80.00 for 1,000			
6	Design Brochure (Tri-Fold)	\$200.00			
7	Print Brochure	\$350.00 for 1,000 \$650.00 for 5,000			
8	Design PostCard	\$200.00			
9	Print Postcard	\$225.00 for 5,000 \$400.00 for 10,000			
10	Print Letterhead and Envelopes	\$375.00 for 1000 each			
11	30-Second Commercial without actors, video stills from home	\$2,500.00			
12	30-second commercial with actors	\$4,500.00			
13	Nursing Home and Hospital Intro Package	\$1137.50 Info Pkg. to 425 Nursing Homes, 30 hospitals			
14	Annual Listing On-Line at: www.michigancommunityliving.com	\$150.00			
15	Audio Recording File for client Permanent Usage – Also to be e-mailed to 250 referral sources	\$200.00			

Notice that design and printing services are separate. Printing must be paid for in advance.

III. **Other Provisions**

- Consulting and/or technical assistance services are in no way meant to guarantee the success of any business project including when rendered in the form of proposal and grant writing.
- The provider will make best effort to supply quality suggestions and lend quality advice to "The Client"; however final decisions regarding business operation are the sole responsibility of "The Client"

IV. **Design Work**

Any and all design work completed by "The Provider" or representatives or contractors associated with provider will not be considered final until "The Client" has issued a final approval. This applies for all printed materials, i.e. brochures or postcards, websites and identity packages with logo designs.

V. **Arbitration**

Provider and Client agree that any dispute, claim, or controversy concerning this Agreement or the termination of this Agreement, or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Wayne County, Michigan in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Client and Provider will pay the costs and expenses of such arbitration in such proportions as the arbitrator shall decide, and Buyer and Seller pay its own counsel fees and expenses.

VI. **Governing Law; Consent to Personal Jurisdiction.**

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. BUYER AND SELLER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MICHIGAN FOR ANY LAWSUIT FILED THERE AGAINST ANY PARTY TO THIS AGREEMENT BY ANY OTHER PARTY TO THIS AGREEMENT CONCERNING THIS AGREEMENT OR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

VII. **Termination**

Either party may terminate this agreement at any time with seven, (7) days written notice. If "The Client" terminates the agreement more than three, (3) days after the agreement commences, "The Client" will be allowed to forfeit payments remaining as part of This Agreement, however the initial retainer will not be refunded.

If "This Agreement" is terminated within the three, (3) day period, "The Provider" will have thirty, (30) days to refund the initial retainer less twenty-percent which will be retained as liquidated damages. If Provider terminates due to client's refusal to observe regulatory requirements, efforts to defame Provider or for other reasons Provider deems reasonable, no refund will be made once work commences.

VIII. **Final Agreement**

This agreement is all that exists between the parties involved. There are no other covenants, agreements, contracts or understandings except that which is included in This Agreement.

Signed for Direct Care Training & Resource
Center, LLC a Corporate Entity

Signed for "The Client"

TO PURCHASE OUR SERVICES USING A CREDIT CARD

- 1. Name on Credit Card: _____
- 2. Billing Address of Credit Card: _____
(Make sure zip code is included)
- 3. Name of Business: _____
- 4. Item You Are Paying for: _____
- 5. Your Telephone Number: (_____) _____
- 6. Your Fax Number: (_____) _____
- 7. Your e-mail address: _____

- 8. Card Type: _____  _____  _____  _____
_____ 

Credit Card Number: ___/___/___/___/___/___/___/___/___/___/___/___/___/___/___/___/___

- 9. Expiration Date: _____/_____
- 10. Security Code: _____ (This is the 3 digit code usually near the signature area on the back of the credit card)
- 11. Amount You are Authorizing to be Charged to this card: (\$ _____)
- 12. Signature of Cardholder: _____
If Being Handled by Phone Last 4 of Soc. Sec. _____
- 13. Printed Name: _____

FAX TO: 248.987.4708 or
E-mail to: info@directcaretraining.com

Direct Care Training & Resource Center, LLC
Consultants • Trainers • Visionaries
www.directcaretraining.com

Check by Phone Authorization Form



Account Holder Information
Name on Check in Brackets

[_____] Check Number: _____

[_____] Bank City: _____

Pay to the order of: Direct Care Training & Resource Center, LLC d/b/a DCTC-M

1. The Amount of _____ \$ _____
2. Your Name: _____
3. Entity Name: _____
4. Mailing Address: _____
5. E-Mail Address: _____
6. Name on Account: _____
7. Bank Name: _____
8. Routing Number: _____
9. Account Number: _____

By affixing the account holder signature below you authorize our company to create a check for bank deposit resulting in a debit to the identified account. You indicate you are authorized to make this debit for services or products sold by Direct Care Training & Resource Center, LLC, Michigan Community Living, Inc. or any of its affiliates for the exact amount specified above.

10. Authorized Signer: _____ Date: _____

11. Printed Name: _____

12. Telephone Number: _____

Mail to: 19500 Middlebelt Road, Suite 120-W – Livonia, MI 48152

Phone: 888.432.6813 - **Fax to:** 248.987.4708
or E-mail to: info@directcaretraining.com

Then destroy