

## [Name of Advisor] ADVISORY AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_, 202\_ (the "Effective Date") between \_\_\_\_\_ [as individuals and as a couple], with a home address of \_\_\_\_\_ (hereinafter collectively referred to as the "Client") and [Name of Advisor], [type of entity and state of incorporation], with address of \_\_\_\_\_ (hereinafter referred to as the "Advisor").

WHEREAS, Client wishes to engage Advisor and Advisor agrees to provide its services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, Client and the Advisor, intending to be legally bound, agree to the terms set forth below.

### 1. TERM.

- (a) The initial term of this Agreement is one (1) year from the Effective Date. This Agreement may be renewed or extended for any period as may be mutually agreed by the parties.
- (b) This Agreement may be cancelled by any party at any time for any reason.
- (c) Upon cancellation by Client, Advisor is due one additional month's fee pursuant to Section 3 below.

### 2. SERVICES.

- (a) The Advisor agrees to advise Client on personal matters relating to [Client ] (the "Services"). Client hereby agrees that the relationship between Advisor and Client is that of a personal advisor only.
- (b) The parties hereto will participate in mutually agreed to and regularly scheduled meetings, telephone calls and other communication during the term of this Agreement. Emails and texts between the parties will be made on an as needed basis. In person meetings and telephone calls will be scheduled upon the mutual agreement of the parties hereto.

### 3. COMPENSATION.

- (a) Client shall pay the Advisor \_\_\_\_\_ (\$\_\_\_\_\_) per month for entering into this Agreement and providing the Services to Client (the "Advisory Fee"). The Advisory Fee shall be paid by the 5<sup>th</sup> of each month for that month.
- (b) The Advisor shall also be entitled to prompt reimbursement for actual travel and out-of-pocket business expenses incurred in the performance of the Services and approved by Client. Client shall reimburse Advisor within fifteen (15) days of receipt by Client of the Advisor's statements or receipts for such expenses.
- (c) Unless otherwise notified by Advisor, Client shall make payment of the Advisory Fee and reimbursement of travel and out-of-pocket expenses in the name of the Advisor directly to:  
  
[Name of Advisor]  
[Address of Advisor]
- (d) The Advisor agrees that all Services rendered by the Advisor will be as an independent contractor and that this Agreement does not create an employer-employee, agency, joint venture, or partnership relationship between the Advisor and Client. The Advisor shall have no right to receive any employee benefits from Client, including, but not limited to, health and accident insurance, life insurance, retirement, sick leave and/or vacation.

### 4. CLIENT ACKNOWLEDGMENTS AND OBLIGATIONS.

- (a) Client shall provide the Advisor with all information and materials that are necessary to enable the Advisor to perform the Services. Client acknowledges and agrees that such information and materials will be used, and the accuracy and completeness of such information and materials relied upon, by the Advisor as the basis for providing the Services.
- (b) Client agrees, at their expense, to defend, indemnify and hold harmless the Advisor from, any liability, claim, judgment, cost, damage, deficiency, loss, or obligation, including attorney's fees and other costs, relating to a claim or suit by any third party, including, but not limited to, Client's family and extended family, against the Advisor arising from the Advisor providing the Services under this Agreement.

- (c) Client agrees that Advisor may utilize the services of third parties, who are approved by Client prior to such assignment or delegation, to fulfill Advisor's obligations or to provide complementary services to Client under this Agreement.
5. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by either party shall be in writing.
  6. **SEVERABILITY; REFORMATION.** If a court or other lawful authority finds any provision of this Agreement to be invalid and unenforceable, the remaining provisions are severable, and will not be affected by that finding. If a court or lawful authority finds any provision of this Agreement to be excessively broad as to duration, geographical scope, activity or subject matter, that provision will be construed to make it enforceable to the extent possible under the applicable law then in effect.
  7. **HEADINGS.** Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.
  8. **AMENDMENTS.** This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by each of the parties hereto.
  9. **NOTICES.** Any notices or other communications required hereunder shall be in writing and shall be deemed effective when (a) hand-delivered with receipt acknowledged, (b) delivered by a nationally recognized overnight delivery service with receipt acknowledged, (c) sent by confirmed facsimile, or (d) three (3) days after mailing, by certified or registered first class mail, postage prepaid, return receipt requested; in each case, addressed to the parties at their addresses specified in the preamble of this Agreement or to such other address as a party hereto shall designate upon written notice to the other party.
  10. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
  11. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of [State of Incorporation/Location of Advisor].
  12. **SURVIVAL.** The provision of Sections 3, 4, 5, 6, 8 and 11 of this Agreement shall survive the expiration of the Term or the termination of this Agreement. This

Agreement supersedes all prior agreements, written or oral, between Client and the Advisor relating to the subject matter of this Agreement.

EXECUTED to be effective as of the Effective Date.

CLIENT:

\_\_\_\_\_  
[Name of Client]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name of Client]

\_\_\_\_\_  
Date

ADVISOR:

\_\_\_\_\_  
[Name of Advisor]

\_\_\_\_\_  
Date