# Legacy Building Consulting Agreement

This Consulting Agreement (the "Agreement") is made by and between the "member OR client/s") and Minuteman Taxpayers Advocates Inc., a state of Nevada corporation with its main office location at 26370 Diamond Place Unit 511, Santa Clarita, California 91350 (the Company), as of the date of the last signature below (the "execution date"). The terms of the Agreement define the rights and obligations of the parties under the Agreement.

## AGREEMENT TERMS

Services Included. This one-year program begins on the Effective Date and continues for one year in duration. However, at the conclusion of the initial one-year period both parties, at their discretion, may extend for additional one year terms at the same or new agreed upon terms and compensation.

## CONSULTING, MEMBER AND SUPPORT SERVICES

A minimum of twelve (12), 30-minute consultations with a consultant. Reasonable access by phone and email to a consultant for unscheduled sessions as needed to answer questions or deal with events that occur that the client/s feel they need assistance. Free or reduced pricing educational material the Company may make available at its discretion. Help assessing the best options available in acquiring business and real estate assets that will help the client/s achieve financial independence. Help defining what financial independence is/means to the client/s in specific numbers.

## TOOLS AND OTHER RESOURCES

Various software, worksheets, and written and educational materials will be provided to the client/s as determined by the Company and at the Company's discretion, to meet the specific needs of the client/s. These materials are for the personal use of the client/s and copying them or providing access to other parties without the express permission of the Company is prohibited and against the law.

## FULFILLMENT OF THE AGREEMENT BY THE COMPANY

The Company's obligation is deemed fulfilled once the client/s is given access to the Consulting and Support Services as defined in the Agreement. It is the client/s responsibility to use the Consulting and Support Services, which includes scheduling appointments with a consultant and participating in activities laid out by the consultant to the client/s.

## **CONSIDERATION**

In consideration	of the Consulting	and Support	Services	provided l	by the	Company,	the	client/s	shall	pay
the Company		I	payable as	s follows _			·			

The client/s agrees and acknowledges that only Consulting and Support Services are provided, that no legal or other professional services are provided, and that if such services are needed or used by the client/s they will be at additional cost to the client. The client/s will incur additional cost associated with participating in the Agreement including, without limitation, travel, and lodging costs, legal and professional services.

## **REFUNDS/RETURNS**

THE CLIENT MAY CANCEL THIS AGREEMENT WITHIN 14 CALENDAR DAYS OF THE EFFECTIVE DATE FOR ANY REASON.

After 14 calendar days, the Company has the discretion to cancel the Agreement and give a full or partial refund for any reason at its own discretion. The purpose of this clause is to refund and remove Client/s who the Company feels will not have a reasonable chance of success. This is at the complete and total discretion of the Company as to any amounts refunded.

## AUTHORIZATION FOR USE OF PERSONAL INFORMATION

The Client/s authorizes the Company and grants the perpetual right and license on a worldwide basis for the Company to use the Client/s success story, name, voice, and likeness in any and all media for the purpose of and in connection with the promotion of the Company and its services. The Client/s agrees and represents that all success stories and testimonials are true and accurate and the Client/s agrees they will not be compensated for any Client/s success story.

## DISCLAIMER OF WARRANTY AND LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ASSOCIATED AFFILIATES PROVIDE THE SERVICES SUPPORT AND CONSULTING WITHOUT ANY WARRANTY OR GUARANTEES OF ANY KIND, AND DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, TIMELINESS, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE AND APPLICATION OF THE COMPANY'S SERVICES INCLUDING BUT NOT LIMITED TO SUPPORT AND CONSULTING REMAINS WITH THE CLIENT/S SINCE THE OUTCOMES ARE DETERMINED BY MANY FACTORS OUTSIDE THE COMPANY'S CONTROL. The Company makes no warranty, representation, or guarantees that any of the services provided by the Company will result in any profit or loss of any kind for the Client/s or that any of the documents, software or tools or other resources supplied by the Company have any legal effect enforceability whatsoever.

## CLIENT/S SHOULD SEEK THE ADVICE OF QUALIFIED PROFESSIONALS

The Company and its Agents do not, as part of the Agreement provide tax, legal, or investment advice and the Client/s should seek the advice of qualified tax, investment, real estate, and legal professionals in the Clients/s area before using any of the Company's documents or resources.

## CLIENT/S SHALL RELEASE AND HOLD THE COMPANY HARMLESS

The Client/s shall hold the Company harmless and indemnify, defend the Company against any and all losses, damages, liabilities, penalties, fines judgments, claims and related expenses whatsoever incurred by the Client/s or asserted against the Client and/or the Company and its agents by any person arising out of, in connection with, or as a result of the Client/s use of the Company's Consulting, Support, Services, documents, systems, strategies, techniques and resources.

## LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL. OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THE CLIENT/S OR PARTNER'S USE OR INABILITY TO USE THE SERVICES AND CONSULTING PROVIDED HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVENT IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO THE CLIENT/S IN THOSE JURISDICTIONS, BUT ALL APPLY IN ANY EVENT TO THE MAXIMUM EXTENT POSSIBLE. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO THE CLIENT/S FOR ALL DAMAGES EXCEED THE CONSIDERATION RECEIVED IN BY THE COMPANY UNDER THE TERMS OF THE AGREEMENT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## CALL RECORDING NOTIFICATION

The Client/s acknowledges and agrees that all communications between the Company, its Agents, and the Client/s may be recorded for quality assurance and training purposes. By signing this Agreement, the Client/s acknowledges and agrees that the Company and its Agents, to the furthest extent permitted by law, may record conversations with the Client/s and without further notice or disclosure and without the use of an automatic tone warning device. The Company does not assume responsibility to make, share, or retain such recordings.

## **SEVERABILITY**

If any portion or provision of this Agreement shall to any extent be declared invalid or unenforceable by an arbitrator or a court of competent jurisdiction then the remainder of this Agreement or the application of such portion or provision in circumstances other than those as to which it is declared invalid or unenforceable, shall not be affected thereby, and each portion and provision of this agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

#### ASSIGNMENT

Neither this agreement nor any part of the rights and obligations of the client/s may be directly or indirectly transferred sold, conveyed, encumbered, subdivided or otherwise assigned without the prior written consent of the Company, which may be granted or withheld in the Company's sole and absolute discretion, Any unauthorized transfer will constitute a breach hereof and conveys no rights to or interests in the Agreement.

## **VENUE**

Any arbitration or court action arising out of this agreement shall be brought in the State of Nevada, county of Clark.

## Entire Agreement and Amendments

This Agreement contains the entire agreement between the parties relating to the rights and obligations herein, all oral agreements being merged herein, and supersedes all prior representations, with respect to the transaction and matters contemplated herein. The provisions of this Agreement may be modified at any time by agreement of the parties. No such modification shall be effective unless in writing and signed by the party against whom enforcement of the modification is sought. Furthermore, this Agreement cancels and supersedes any prior agreement/s between the parties hereto relating to the Company.

#### DISCLAIMER

ALL SERVICES AND CONSULTING PROVIDED BY THE COMPANY ARE FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY, AND ARE NOT TO BE INTERPRETED AS A "GET RICH QUICK" PROGRAM. THIS IS BECAUSE EACH CLIENT/S INDIVIDUAL RESULTS ARE DEPENDENT ON A VARIETY OF FACTORS, INCLUDING BUT NOT LIMITED TO THE CLIENT/S PROFESSIONAL BACKGROUND, WORK ETHIC, BUSINESS SKILLS, PERSONAL DRIVE, TIME COMMITMENT, HEALTH, PROFESSIONAL NETWORK, FINANCIAL RESOURCES, RISK TOLERANCE, AND WILLINGNESS TO IMPLEMENT THE SYSTEMS AND TECHNIQUES TAUGHT, IT IS IMPOSSIBLE TO ACCURATELY STATE WHAT THE CLIENT/S MAY OR MAY NOT ACHIEVE, ANOTHER THAN RECEIVING A VALUABLE EDUCATION. THEREFORE, THE TYPICAL CLIENT/S SHOULD NOT EXPECT TO RECEIVE ANYTHING OTHER THAN A GREAT EDUCATION.

THERE ARE KNOWN RISKS ASSOCIATED WITH ENGAGING IN BUSINESS AND REAL ESTATE TRANSACTIONS. SOME RISKS ARE SUBSTANTIAL, AND SO THE CLIENT/S SHOULD EVALUATE WHETHER EACH BUSINESS AND/OR REAL ESTATE ACTIVITY IS SUITABLE FOR THE CLIENT/S. MAKIN DECISIONS BASED ON ANY INFORMATION PRESENTED BY THE COMPANY SHOULD ONLY BE DONE WITH THE KNOWLEDGE THAT THE CLIENT/S COULD EXPERIENCE SIGNIFICANT LOSSES, OR MAKE NO MONEY AT ALL. AND SO BEFORE TAKIN ANY ACTION, THE CLIENT/S SHOULD THEIR OWN DUE DILIGENCE, USE CAUTION, AND SEEK THE ADVICE OF QUALIFIED PROFESSIONAL IN THE CLIENTS/S MARKET AREA. THIS INCLUDES CONSULTING WITH THE CLIENT/S ACCOUNTANT, LAWYER, REAL ESTATE BROKER AND FINANCIAL ADVISOR.

FURTHERMORE, WHENEVER SPECIFIC INCOME AND EARNINGS EXAMPLES ARE USED BY THE COMPANY, THESE ARE NOT TO BE INTERPRETED AS TYPICAL RESULTS FOR THE AVERAGE CLIENT/S. IN SOME CASES, THESE EXAMPLES MAY BE EXCEPTIONAL. THEREFORE, THE CLIENT/S SHOULD NOT RELAY ON THESE EXAMPLES AS EVIDENCE THAT HE/SHE WILL DO WELL, OR WILL MAKE ANY MONEY AT ALL. ANY RELIANCE UPON THE EXAMPLES PRESENTED IS DONE AT THE CLIENT/S OWN RISK.

THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES THAT EMPLOYING THE COMPANY'S INFORMATION AND EDUCATION WILL RESULT IN ANY LEVEL OF SUCCESS FOR THE CLIENT/S. THE CLIENT/S ACKNOWLEDGES AND AGREES THAT THE CLIENT/S ALONE IS RESPONSIBLE FOR THE OUTCOME OF ANY AND ALL DECISIONS MADE AS A RESULT OF ANY INFORMATION PRESENTED BY THE COMPANY.

Wherefore, the parties have reviewed and agreed to be bound by the terms contained herein, and have executed this Agreement as of the date below.							
Dated:							
Client/s							
Client Signature:	Client Signature:						
Client Name:	Client Name:						
Address:	Address:						
Phone:	Phone:						
Email:	Email:						
Dated:							
The Company							
Company Signature:							
Name: Maurice Kempner							
Title: CEO/Consultant							