

Simply Downsized
Service Proposal

Simply Downsized
LLC Service
Contract

Simply Downsized
Retainer Fee



This Consulting Services Agreement ("Agreement") is entered into on Wednesday, August 17, 2022, between SIMPLY DOWNSIZED LLC ("SDLLC"), with offices at 6503 Waterway Drive, Falls Church VA, and Anna McKellar, whose address is ("Client" or "You").

This Agreement, together with any attachments, shall govern the provision of Services by SIMPLY DOWNSIZED LLC to the Client.

1. Services.

Simply Downsized LLC (SDLLC) shall provide to you, the consulting and other services ("Services") described on a statement of work attached as the Simply Downsized Service Proposal ("Statement of Work" or "SOW"). The SOW is subject to this Agreement and includes a description of the Services, any deliverables or other materials to be produced or provided by SDLLC ("Deliverables"), any schedule or milestones, any acceptance criteria applicable to the Services and Deliverables ("Acceptance Criteria"), all fees and other charges for the Services ("Fees"), and any additional terms the parties agree to include. All SOWs will be effective when signed by both parties. If there is a conflict between this Agreement and any SOW, the SOW will govern for the Services involved.

2. Fees.

2.1 Unless otherwise indicated in the SOW, there will be a retainer amount of \$500 due at the time of this Agreement against which SDLLC will bill You for the Services.

2.2 Unless otherwise indicated in the Statement of Work, written invoices for Services and expenses will be rendered bi-monthly in arrears.

2.3 If you choose the Free Custom Planning option, you agree to engage a Brokerage and licensed Realtor that has been referred to you by SDLLC. You warrant and represent to SDLLC that:

1. (a) You have the authority and right sell the Property;
2. (b) Concurrently with this Agreement, You will engage the services of a Real Estate Brokerage explicitly referred to you by Anna Novak by signing an Exclusive Right to Sell Listing Agreement for a period of no less than 1 year.

3. Hiring of Recommended Professionals.

As part of the SOW, SDLLC will make recommendations of professionals to You to complete the recommended work ("Recommended Professionals"). Should you elect not to use the services of a Recommended Professional, the SOW will be curtailed to remove the obligation of SDLLC to manage the services that the professional is providing You.

4. Change Orders.

You may request changes that affect the scope of the Services relating to any Statement of Work, including changes in any

Deliverables, and all such changes, including but not limited to any adjustment to Fees, shall occur via a change order signed by the parties ("Change Order").

In the event that any such changes materially impact the cost to SDLLC of performing the Services or the time required for such performance, the parties shall negotiate in good faith a reasonable and equitable adjustment in the applicable Fees and schedule, as applicable.

SDLLC shall continue to work pursuant to the existing Statement of Work and neither party shall not be bound by any change requested hereunder unless the applicable Change Order is executed by the parties; provided, however, that Consultant shall not unreasonably withhold its consent to any Change Order.

5. Warranties.

SDLLC represents and warrants to Client that:

(a) All Services provided by SDLLC will be performed in a competent and professional manner;

(b) SDLLC has ascertained that all Recommended Professionals are licensed, bonded and insured where required by law.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ADDITIONALLY, SDLLC DOES NOT WARRANT THE WORK PERFORMED BY ANY OF ITS RECOMMENDED PROFESSIONALS.

6. Term and Termination.

6.1 This Agreement shall commence as of the Effective Date and shall continue thereafter unless terminated as permitted herein.

SDLLC may terminate this Agreement or any Statement of Work hereunder, in whole or in part, for any reason upon written notice.

6.2 In addition to all other applicable remedies, either party may terminate this Agreement upon written notice to the other party for any material breach of this Agreement which remains uncured thirty (30) days after written notice of such breach by the non-breaching party, unless such breach is by its nature incapable of cure, in which case the non-breaching party may terminate this Agreement immediately upon notice to the other party.

7. No Hire Policy.

During the term of a particular Statement of Work and for a period of six months after its termination or completion, Client shall not, without the written permission of SDLLC, recruit, solicit for employment or hire any of the professionals or businesses who have had involvement with or been referred to Client with respect to the Statement of Work.

8. Insurance.

Throughout the term of this Agreement, SDLLC shall maintain general liability insurance with coverage of at least one million dollars per occurrence for bodily injury, property damage or other losses in connection with the provision of Services pursuant to the terms of this Agreement. At SDLLC's request, Client shall provide certificates or other acceptable evidence of insurance evidencing Home Owner's Insurance and shall provide SDLLC with prompt written notice of any material change to the same.

9. Compliance With Laws.

SDLLC shall, at its own expense, comply with all applicable laws, rules, and regulations in connection with its performance of the Services.

10. Limitation of Liability.

IN NO EVENT SHALL SDLLC BE LIABLE FOR DELAYS IN THE SOW CAUSED BY YOU.

EXCEPT FOR A VIOLATION OF THE OBLIGATIONS SET FORTH HEREIN IN NO EVENT WILL SDLLC BE LIABLE TO THE YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY STATEMENT OF WORK, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. IN ADDITION, THE MAXIMUM AGGREGATE LIABILITY OF SDLLC FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID TO SDLLC WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER WHICH GAVE RISE TO THE CLAIM OR ACTION.

11. General

11.1 SDLLC may receive referral fees should You choose to engage the services of a Recommended Professional.

11.2. Neither party will be responsible for delays in or failure of performance due to causes beyond its reasonable control.

11.3. Notices will be delivered to a party's address as stated herein, or to such other address as the party receiving such notice may specify.

11.4. This Agreement, and all Statements of Work which are hereby incorporated herein by this reference, constitute the complete and exclusive statement of the parties in relation to the subject matter hereof; sets forth all obligations of the parties in relation to the subject matter hereof; supersedes all prior or simultaneous written or oral proposals and understandings relating thereto, all of which are expressly excluded; takes precedence over any conflicting terms of any invoice issued by Consultant, and can only be modified by a written amendment signed by both parties.

11.5. Neither this Agreement nor any other agreement between the parties is intended or shall be deemed to create any rights or obligations for any third parties, including without limitation the right to bring an action based on the breach or alleged breach of any provision of this Agreement by either party.

11.6. If any court of competent jurisdiction determines that any provision of this Agreement is unenforceable, the remainder will continue in full force and effect and the offending provision shall be enforced to the greatest extent possible to give effect to its intent.

11.7. This Agreement is governed by the laws of the Commonwealth of Virginia, without giving effect to its conflict of law provisions. Each party irrevocably submits to the sole and exclusive jurisdiction of the state and federal courts situated in the Commonwealth of Virginia.

11.8. No failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by SDLLC.

11.9. This Agreement may be executed in one or more counterparts (including by facsimile), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of Wednesday, August 17, 2022.