

BUSINESS FACILITATION AGREEMENT

This Business Facilitation Agreement (“Agreement”) is made and entered into effective this 1st day of June, 2024, by and between Leading EDG, LLC, a Texas limited liability company (“Company”), and the Wolfforth Economic Development Corporation, a Texas non-profit corporation (“EDC”). Company and EDC may be referred to collectively as the “Parties.”

WHEREAS EDC wishes to engage Company as an independent contractor to provide business facilitation services, as defined in Section 1 below (the “Services”), to businesses and entrepreneurs (“Entrepreneurs”) located within the city limits of Wolfforth, Texas (the “Territory”).

WHEREAS Company is willing and able to provide such Services to Entrepreneurs through an individual Business Facilitator (“Facilitator”).

WHEREAS Facilitator will have access to Company resources, including print and/or electronic materials (the “Materials”), Company training, and the Company’s network of facilitators in other communities.

AGREEMENT

In consideration of the Recitals which are made a contractual part of this Agreement, the execution and delivery of this Agreement, the performance of the obligations hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and EDC hereby agree as follows:

1. Subject to the terms of this Agreement, Company shall provide the following services:
 - a. A trained Facilitator in the Territory to work with Entrepreneurs;
 - b. The Facilitator will be physically present in the Territory for at least twentyfour (24) days per year;
 - c. The Facilitator will identify and organize the network resources to meet each Entrepreneur’s individual needs;

- d. Company shall manage and support each Entrepreneur as the Facilitator builds, consults, and facilitates:
- Build – A Community Resource Network for Entrepreneurs (accounting, legal, finance, etc.)
 - Consult – With EDC, City management and local business leaders on Territory specific needs
 - Facilitate – Through engaging with individuals with an existing business and/or startup business idea
- e. Company shall report monthly on Entrepreneur activity.

Company and the Facilitator shall not:

- Provide legal or accounting advice
- Act as an agent on the Entrepreneur’s behalf with banks or in any other negotiation
- Engage in running the Entrepreneur’s business
- Assume responsibility for strategic or tactical decision-making of the Entrepreneur
- Act as an employee of the Entrepreneur’s business
- Provide professional counseling or therapy
- Act as an “employment agent,” “business manager,” “financial analyst,” or “psychotherapist.”

The above-listed activities are expressly excluded from the definition of the Services.

2. Services Provided by EDC

EDC shall:

- Provide a physical space, equipped with phone, fax, copier and Internet services, for Facilitator to meet with Entrepreneurs

- Assist with the introduction and promotion of the program to the community
- Provide feedback to Company on a quarterly basis

3. Compensation

In consideration for the Services, EDC will pay to Company a fee of Twenty Six Thousand Five Hundred dollars (\$26,500.00) per year plus mileage. Current IRS mileage rate will be charged. Company shall be responsible for all expenses that it may incur in connection with providing the Services. EDC agrees, however, to reimburse Company for all expenses approved by EDC.

From time to time, Company may perform services for EDC that exceed the scope of the Services (“Additional Work”). Such Additional Work must be agreed upon by the Parties in advance of commencement of the Additional Work. Company shall bill such Additional Work to EDC at an hourly rate agreed upon by the Parties in advance.

4. Invoicing

Company shall invoice EDC for the Services and any Additional Work and payment is due upon receipt of the invoice. Without waiving any other remedy Company may have, Company may, in its sole discretion, cease or delay providing Services and/or Additional Work if EDC fails to pay any invoice when due. Additionally, EDC agrees to pay all costs and expenses, including but not limited to, reasonable attorney’s fees, incurred by Company in collecting such overdue amounts, together with interest on such unpaid amounts at the lesser of one and one-half percent (1½%) per month; or the greatest amount permitted by applicable law.

5. Terms of Agreement and Termination

The term of this Agreement shall be for two years beginning on the effective date of this Agreement and shall renew for an additional year on each effective date anniversary. Without limitation, either Party may terminate this Agreement at any time upon giving ninety (90) days prior written notice to the other Party. Upon termination, EDC shall pay all unpaid invoices and compensate Company for the pro-rata portion of the annual fee and Additional Work even if no invoice has been sent prior to termination. Sections 4, 6, 8 and 9 shall survive termination of this Agreement.

6. Intellectual Property Rights

The Parties acknowledge and agree that all right, title, and interest, including, without limitation, all patents, trade secrets, confidential information, copyrights, trademarks, and other intellectual property rights throughout the world, including derivative works, renewals, reissues and extensions (the “Rights”), relating in any way to the Materials, now developed or yet to be developed, shall belong solely and exclusively to Company, its legal representatives, successors, and assigns.

7. Company Promotions

EDC agrees that Company may use EDC’s name, logo, and non-proprietary information for promotional purposes.

8. Disclaimer of Warranties

Entrepreneurs are responsible for creating their own results. Results are not guaranteed and Company disclaims all warranties of any kind whether express or implied.

9. LIMITATION OF LIABILITY

THE AGGREGATE LIABILITY IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO ANY SERVICES PROVIDED BY COMPANY AND/OR THE FACILITATOR SHALL NOT EXCEED THE LESSER OF THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, OR THE PRICE PAID FOR THE SERVICES IN A GIVEN CALENDAR YEAR. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST COMPANY AND/OR FACILITATOR, REGARDLESS OF ANY NEGLIGENCE OF COMPANY OR THE FACILITATOR.

COMPANY AND THE FACILITATOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH ANY SERVICES PURCHASED OR OBTAINED FROM COMPANY OR THE FACILITATOR, OR THE FAILURE OF COMPANY OR THE FACILITATOR TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF COMPANY OR THE FACILITATOR.

10. Independent Contractor

It is expressly agreed that Company's relationship to the EDC is always that of an independent contractor only and that no other relationship was created at any time or is intended or created by this Agreement. Specifically, nothing in this Agreement shall be in any way construed so as to make EDC and/or the Facilitator a joint venturer with, or a partner, agent, or employee of, EDC.

11. Entire and Sole Agreement

This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter of this Agreement and supersedes any and all prior or contemporaneous oral or written communications regarding it, all of which are merged herein.

AGREED:

Leading EDG, LLC

By: _____

Date

Printed name: _____

Title: _____

Wolfforth Economic Development Corporation

By: _____

Date

Printed name: _____

Title: _____