

# Tenderloin Community Benefit District

## Client Engagement Agreement

### By and Between:

**Business Client ("Client")**

**Neighborhood Economic Development Org  
("NEDO")**

**Business name:** \_\_\_\_\_  
\_\_\_\_\_

**Tenderloin Community  
Benefit District**

**Address:** \_\_\_\_\_  
\_\_\_\_\_

512 Ellis Street  
San Francisco, CA 94109

**Phone :** \_\_\_\_\_

helen@tlcbd.org

**Email address:** \_\_\_\_\_  
\_\_\_\_\_

www.tlcbd.org

**Years in operation** \_\_\_\_\_

**Number of employees:** \_\_

This Business Services Engagement Agreement (this "Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") and relates to the provision of certain services described below by NEDO on behalf of Client.

### 1) The Services.

NEDO will provide Client with advice, suggestions and recommendations on business strategy which may include any (or none) of the following plus those additional services agreed to in writing by NEDO (the "Services"):

- Business Planning
- Marketing Plan (Advertising and Marketing Assistance)
- Financial Projections / Analysis
- Loan packaging
- Lease Negotiation / Commercial Ownership Feasibility or Acquisition
- Bookkeeping / Budgeting/ Accounting
- Retail Merchandising
- Location/ Site Identification
- Other: \_\_\_\_\_

2) WARRANTIES. NEDO warrants that it shall use commercially reasonable efforts to provide the Services in conformance with generally accepted standards of good practice and all applicable laws, rules, and regulations. NEDO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR

IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITH RESPECT TO THE SUCCESS OR PROFITABILITY OF CLIENT'S BUSINESS.

3) **LIMITATION OF LIABILITY.** NEDO WILL NOT BE LIABLE TO THE CLIENT FOR ANY DAMAGES TO CLIENT OR CLIENT'S BUSINESS INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. AS SUCH, NEDO WILL NOT BE LIABLE TO THE CLIENT FOR LOSS OF REVENUE, PROFIT OR GOOD WILL NOR FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT.

4) **Independent Contractor.** Client understands that the relationship between Client and NEDO shall be strictly limited to the performance of the Services and the other obligations required hereunder and NEDO and its employees will at all times remain an independent contractor of Client.

5) **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the engagement of NEDO to provide the Services and supersedes any prior negotiations, understanding or agreements. Any modifications or amendments to this Agreement shall be in writing signed by each of the parties hereto.

6) **Governing Law.** This Agreement shall be governed by laws of the State of California .

7) **Confidentiality.** NEDO shall treat as confidential and proprietary and not disclose to others during or subsequent to the term of this Agreement, except as it is necessary to perform this Agreement, and then only on a confidential basis, any information that is designated confidential at the time divulged to NEDO in the performance of this Agreement.

IN WITNESS WHEREOF, Client and NEDO have signed this Agreement as of the Effective Date written above.

**Client**

**NEDO**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** Helen Bean \_\_\_\_\_

**Title:** Owner \_\_\_\_\_

**Title:** Senior Advisor \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_