



TERMS OF SERVICE

Consultant is engaged in the business of professional services, and intends to contract with Company, an independently established trade, occupation, or business. The Consultant is willing to provide grant writing, fundraising support, and/or program evaluation services to the Company.

1. GRANT REQUEST TIMELINE POLICY

The Consultant is committed to delivering high-quality grant consulting services while maintaining realistic timelines that support excellence, accuracy, and compliance.

To ensure adequate planning, research, and review, clients are required to submit deliverable requests according to the timelines outlined below:

- Letters of Intent and Foundation Grants: Requests must be submitted at least three (3) weeks prior to the LOI or grant due date.
- Local and State Government Grants: Requests must be submitted at least six (6) weeks prior to the grant due date.
- Federal Grants: Requests must be submitted at least eight (8) weeks prior to the grant due date.

The Consultant may consider requests submitted within a shorter timeframe on a case-by-case basis. Acceptance of expedited requests is not guaranteed and will depend on the consultant's availability, existing workload, and other active project commitments.

When an expedited request is approved, an Expedited Request fee will apply. The fee will depend on several factors, including the due date and tasks to be completed. The fee will be communicated in advance and must be accepted by the client before work commences.

This policy is designed to support high-quality deliverables and successful funding outcomes for all of the Contractor's clients.

2. MEETING SCHEDULE CHANGES AND "NO SHOWS"

Company and Consultant understand that unexpected events arise and meetings may need to

be rescheduled. If this is the case, each party will do their best to contact the other prior to the meeting.

If Company representative is not present for a scheduled meeting (“no show”) within 15 minutes, Consultant will assume that the meeting is cancelled.

3. COMPENSATION OF CONSULTANT

The Consultant has freely negotiated compensation for any and all services performed pursuant to this Agreement.

4. PAY SCHEDULE AND METHOD

The Consultant will submit an invoice to the Company. The payment is due upon signing the agreement, and the project will begin after the Consultant receives confirmation that the payment has been made.

If the Company has an Electronic Payment Process:

The Company may submit payments through its electronic payment systems. The Company may also submit payments through the Contractor’s payment system, which accepts ACH Debit or Bank Cards.

If the Company does not have an Electronic Payment process:

Payments managed by the Contractor are accepted via automatic draft using ACH Debit or a Bank Card. If the ACH Debit or Bank Card payment fails, the Consultant will retry up to four times before contacting the Company. The Company will be charged \$4.00 per failed transaction.

If the banking information or the requested draft date changes, the Company must promptly contact the Consultant and provide the updated details.

5. REFUNDS

Expenses for services and products incurred are non-refundable. Consultant will do their best to produce services and products that are high-quality and that exceed Company’s expectations.

6. METHOD, MEANS, AND MANNER OF PERFORMANCE

Consultant shall solely determine the method, means and manner of performing this Agreement. Consultant, in its sole discretion, shall direct, in all respects, its performance as an independent Consultant.

7. LAWS

Consultant agrees to comply with all federal, state and local laws, rules and regulations pertaining to its performance under this Agreement, and any violation of such by Consultant

shall constitute a material breach of this Agreement.

8. AUTHORIZATION TO SHARE GRANT AWARDS

Upon the award of grant funding, the Contractor requests permission from the Company to share the award amount for promotional purposes on the Contractor's website, social media pages, resume, and when describing work to colleagues and prospective clients.

The Contractor assures the Company that it will keep the Company and Funder's names anonymous and will not disclose any personal information, demonstrating our utmost commitment to privacy and confidentiality.

An example of a social media post is below:



If the Contractor allows this request, the Agreement shall become effective upon signing by both parties and shall remain in effect, unless terminated.

The Agreement will remain in effect until the Company submits a Request to Seize or Modify Promotional Materials via phone, text message, email, fax, mail, or personal delivery.

If the Company requests for the Contractor to remove or modify specific promotional materials related to the Company, then the Contractor will change or remove social media posts within two (2) business days of receiving the request and modify Prepared to Impact, LLC's website within ten (10) business days of receiving the request.

The Company is not entitled to any compensation the Contractor receives as a result of the promotional acts or materials.

9. EMPLOYEES AND HELPERS

Consultant shall, at its own expense, employ all clerical help, helpers, and agents necessary for the performance of this Agreement. Company shall not be responsible for the wages and expenses, employment taxes (federal or state), social security, or insurance of Consultant's employees or agents.

Consultant shall hold Company harmless from any liability arising from a relationship between Consultant and any of Consultant's employees, agents or servants, whether under industrial accident laws, workers' compensation laws, employment taxes, or other state or federal laws applicable to employees and employers. Consultant shall maintain workers' compensation coverage for any employee, agent or servant whom Consultant employs in the performance of this Agreement.

Consultant shall be solely responsible for the direction and control of the employees, agents or servants of Consultant, including selection, hiring, firing, supervising, directing, training, setting wages, hours and working conditions, and paying and adjusting grievances of the employees, agents or servants of Consultant.

In addition, Consultant represents that it will withhold state and federal income taxes upon the wages paid by Consultant to Consultant's employees, and Consultant will be solely responsible for all employment taxes owing to the state and federal governments.

10. NO BENEFITS

Consultant (and its employees) shall receive no vacation or holiday pay from Company. Consultant acknowledges and agrees that a material component of the terms of compensation agreed to by these parties, as set forth in Provision 3 of this Agreement, is that Consultant not be eligible to participate in any benefit programs that Company maintains for its employees. Accordingly, Consultant hereby waives and relinquishes any right or entitlement that Consultant might have, now or in the future, to participate, or seek to participate, in any such programs.

11. DEDUCTION OF TAXES/WITHHOLDING

Consultant understands and agrees that Company is not obligated or responsible to deduct any taxes which may be imposed by any governmental authority from the fees stated, but that any such obligations are the sole responsibility of Consultant. Company is not authorized to withhold state or federal income tax, or Social Security tax upon the sums paid Consultant or Consultant's employees, agents and servants. Consultant is responsible for the payment of all applicable federal, state and local taxes with regard to services performed under and pursuant to this Agreement.

12. NO GUARANTEE OF PERSONAL SERVICES TO COMPANY

Consultant shall solely determine whether Consultant or Consultant's employees will perform the services for Company under this Agreement.

13. EXPENSES

Consultant agrees to be responsible for the cost of all expenses in the performance of this Agreement including, but not limited to, accounting fees, legal fees, advertising, office equipment, telephone expenses, email account expenses, vehicles, drivers' license fees, business stationery, business cards, and any other taxes, fees and fines that may be assessed on Consultant in the performance of this Agreement.

Notwithstanding the above provisions, Consultant may charge Company reasonable business-related expenditures for any trips requested by Company for Consultant to attend with regard to Consultant's design processes. Any such expenditure will be separately invoiced by Consultant to be paid by Company. Any travel by Consultant will be done on a strict voluntary basis.

14. INSURANCE

Consultant will carry, at its own expense, all necessary insurance coverage for performance of this Agreement. Consultant acknowledges and agrees that, because Consultant is engaged in its own independent business, neither Consultant nor any of Consultant's independent Consultants, employees, or agents, under any circumstances, is entitled to, shall receive, and has no claim to, any benefits or other compensation currently paid by Company to its employees or hereafter declared by Company for the benefit of its employees, whether such benefits are covered by federal law, and regardless if Consultant or any such persons are found or determined to be common or statutory employees of Company, including without limitation, health, sickness, accident or dental coverage, life insurance, disability benefits, accidental death and dismemberment coverage, unemployment insurance coverage, workers' compensation coverage, vacation, and qualified retirement plan benefits. Consultant's compensation under this Agreement shall consist, in its entirety, of the fees set forth hereunder.

Consultant acknowledges its obligations to obtain appropriate insurance coverage for the benefit of Consultant (and Consultant's employees, if any). Consultant waives any rights to recovery from Company for any injuries that Consultant (and/or Consultant's employees, if any) may sustain while performing services under this Agreement and that are a result of the negligence of Consultant or Consultant's agents, representatives or employees.

Consultant will carry, at its own expense, general liability insurance and automobile/vehicle insurance upon any vehicle or other equipment used by it in carrying out its duties under this Agreement. Such coverage shall include bodily injury, personal injury/medical, property damage, collision, comprehensive and uninsured/underinsured coverage. Consultant shall maintain worker's compensation coverage for any employee, agent or servant whom Consultant employs in the performance of this Agreement. Liability insurance and worker's compensation insurance held by Consultant shall be primary insurance coverage, notwithstanding any other insurance policies insuring Company. The cost of all such insurance shall be the sole responsibility of Consultant.

15. INJURIES

Consultant acknowledges Consultant's obligations to obtain appropriate insurance coverage for the benefit of Consultant (and Consultant's employees, if any). Consultant waives any rights to recovery from Company for any injuries that Consultant (and/or Consultant's employees, if any) may sustain while performing services under this Agreement and that are a result of the negligence of Consultant or Consultant's employees.

16. LIABILITY

Consultant will be liable for all claims arising out of Consultant's activities in furtherance of its duties under this Agreement.

17. INDEPENDENT CONSULTANT STATUS

Consultant acknowledges and agrees that it has been engaged as an independent Consultant and not as an employee. In recognition of this status, it shall be therefore responsible for payment of all federal, state and local taxes arising out of its activities, including by way of illustration, but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, where applicable, and business license fees, where required.

It is expressly understood and agreed that, because of Consultant's independent Consultant status, Company is not obligated to carry any insurance covering Consultant, including workers' compensation insurance, and that Consultant shall be responsible for the payment of premiums on any health or accident insurance carried by Consultant for its protection.

18. INDEMNIFICATION & HOLD HARMLESS

Consultant agrees to be responsible for, indemnify and hold Company harmless from any and all claims of any nature, including (but not limited to) sexual harassment claims, losses, personal injury, death, and/or damage, and/or claim for any such loss or occurrence which may arise from or in connection with the services performed by Consultant or to be performed pursuant to this Agreement, however arising, and whether or not such liability arises from conduct by Consultant to a third party, customer, client or otherwise.

This indemnification of Company by Consultant is to include, but is not limited to, attorneys' fees and any other expenses incurred by Company in defending or processing any claim arising as a result of services performed by Consultant under this Agreement.

Accordingly, Consultant shall indemnify, pay all applicable costs and fees of, including legal costs and fees, and hold harmless Company, its Customers and their respective successors, officers, directors, employees, representatives and agents from any and all actions, causes of action, claims, demands, costs, losses, liabilities, tax determinations and any related assessments, expenses and damages (including all reasonable attorneys' fees) arising out of or in connection with Consultant's services, or any use by Company or third party of any work product.

In addition, Consultant specifically waives any rights to recovery from Company for any injuries that Consultant (and/or Consultant's employees, if any) may sustain while performing services

under this Agreement.

Consultant agrees to be responsible for, indemnify and hold Company harmless from any and all claims of any nature, including (but not limited to) sexual harassment claims, losses, personal injury, death, and/or damage, and/or claim for any such loss or occurrence which may arise from or in connection with the services performed by Consultant or to be performed pursuant to this Agreement, however arising, and whether or not such liability arises from conduct by Consultant to a third party, customer, etc. This indemnification of Company by Consultant is to include, but is not limited to, attorneys' fees and any other expenses incurred by Company in defending or processing any claim arising as a result of services performed by Consultant under this Agreement.

19. CONSULTANT'S RIGHT TO REFUSE A JOB

Consultant may, at its sole discretion, refuse to accept any job offered to it by Company, for any reason whatsoever.

20. NO EXCLUSIVITY/NO PRIORITY

Consultant may work for others and hold itself out to the public, under its own business name, in a manner consistent with the other provisions of this Agreement. Consultant shall not be required to grant priority status to Company.

21. CONFIDENTIALITY

Consultant recognizes that Company has and will have the following information: Product/service lists, Product/service ideas and conceptions, Product/service developments, Customer lists and related data, Financial data, and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Company. Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any "Information" for Consultant's own benefit, or divulge, disclose, or communicate in any manner any "Information" to any third party without the prior written consent of Company. Consultant will protect the "Information" and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

If it appears that Consultant has disclosed (or has threatened to disclose) "Information" in violation of this Agreement, Company shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such "Information," or from providing any services to any party to whom such "Information" has been disclosed or may be disclosed. Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

22. UNAUTHORIZED DISCLOSURE OF INFORMATION

If it appears that Consultant has disclosed (or has threatened to disclose) "Information" in violation of this Agreement, Company shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such "Information," or from providing any services to any party to whom such

“Information” has been disclosed or may be disclosed. Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

23. RETURN OF RECORDS

Upon termination of this Agreement, Consultant shall deliver all records, notes, data, memoranda, and equipment of any nature that are in Consultant’s possession or under Consultant’s control and that are Company’s property or relate to Company’s business.

24. INTELLECTUAL PROPERTY OWNERSHIP OF DEVELOPMENTS

The Company remains the owner of any work the Consultant produces under this work-for-hire agreement.

25. INVALIDITY

In the event any provision of this Agreement shall be held to be invalid, it shall not affect the validity of the remainder of this Agreement.

26. NOTICE

Any written notice required by the terms of this Agreement shall be given either by email, fax, certified mail, or personal delivery.

27. COMPLETE AGREEMENT

This Agreement contains the entire understanding between the parties and supersedes any prior agreement(s) between the parties concerning the subject matter of this Agreement except with regard to any standalone Confidentiality and/or Non-Disclosure Agreement.

28. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

29. GOVERNING LAW

The construction, interpretation and enforcement of this Contractual Agreement shall be governed by the laws of the State of South Carolina. The courts of the State of South Carolina shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be a Lexington County judicial court in South Carolina.