

Consulting Services Agreement

McBride Restaurant Consulting LLC

Version 4.0

1. Agreement and Parties

This Consulting Services Agreement (the "Agreement") is between McBride Restaurant Consulting LLC, a Washington limited liability company ("Consultant"), and the person or business identified as the purchaser or client in the applicable order, booking record, proposal, or statement of work ("Client"). This Agreement becomes effective only after Client electronically accepts it and the applicable payment is successfully completed.

The applicable order, booking record, proposal, Recurring 28-Day Payment Authorization and Prorated Refund Addendum, and Statement of Work are incorporated into this Agreement. A Statement of Work controls only the specific scope, schedule, delivery method, and client-specific fees that it expressly changes.

2. Services and Deliverables

Consultant will provide the restaurant-operations consulting services identified in the selected offer and Statement of Work. Services may include operational review, labor and scheduling analysis, food-cost observations, process recommendations, manager coaching, implementation priorities, workshops, scheduled working sessions, and written action priorities.

Unless a Statement of Work expressly says otherwise, Consultant provides observations, education, advice, and recommendations only. Client remains responsible for every operational, employment, safety, financial, legal, and business decision and for implementing or declining Consultant's recommendations.

3. Services Outside Scope

The following are excluded unless expressly added in a signed Statement of Work:

- Legal, tax, accounting, investment, medical, mental-health, or licensed human-resources advice.
- Representation before regulators, courts, employees, vendors, landlords, or other third parties.
- Payroll processing, bookkeeping, tax preparation, employee investigations, or employment-law compliance audits.
- On-site management, shift coverage, hiring or firing authority, or direct supervision of Client employees.
- Food-safety certification, engineering, architectural, construction, cybersecurity, or insurance services.
- Guaranteed cost savings, revenue increases, profit increases, staffing results, or other outcomes.
- Reports, templates, travel, on-site visits, implementation work, or meetings not identified in the selected offer or Statement of Work.

4. Fixed Periods, Included Time, and Support Limits

One service period means exactly 28 consecutive calendar days. A 6-period engagement lasts 168 calendar days. A 12-period engagement lasts 336 calendar days. The three partnership plans use recurring 28-day charges for a fixed number of periods. They end automatically after the final listed charge and do not renew indefinitely.

The 12-period and 6-period partnerships each include a one-time four-hour onboarding engagement followed by one two-hour working session in each 28-day period. Weekly Operator Support includes the same four-hour onboarding engagement followed by four two-hour working sessions in each 28-day period for 6 periods.

The separate \$64.99 one-time consultation is a 20-to-30-minute fit call for reviewing available services. It is not an audit, diagnostic, deliverable, or continuing-support engagement. The \$260 Restaurant Operations Session includes two focused hours. The \$500 Restaurant Operations Intensive includes four focused hours. A Manager Workshop includes up to three

hours of live facilitation for \$390. A Restaurant Implementation Day includes up to eight hours of focused implementation support for \$1,040. Each one-time engagement is subject to the confirmed Statement of Work or booking record.

Unused meetings do not roll into another period or extend the fixed term unless Consultant agrees in writing. An unused meeting does not change the current-paid-period refund formula in the Recurring 28-Day Payment Authorization and Prorated Refund Addendum. Email or message support, when offered, is limited to reasonable clarification of advice already provided and does not create continuous availability, emergency response, or unlimited work.

5. Delivery Method, Travel, and Additional Work

Term-plan sessions are preferably conducted in person when practical. Microsoft Teams may be used based on location, scope, safety, scheduling, or the parties' written agreement. On-site availability is not guaranteed until the Statement of Work and schedule are confirmed.

The first 30 minutes of travel each way from Consultant's Kirkland, Washington base are included. Client will pay \$50 for each additional 30 minutes of round-trip travel beyond the included 60 minutes, rounded up to the next 30-minute increment. Disclosed parking, tolls, lodging, or other approved travel expenses are additional. Travel charges and approved expenses require written approval or inclusion in the Statement of Work.

Work beyond the selected offer requires written approval and is billed at \$130 per hour in 30-minute increments unless the Statement of Work states another rate.

6. Fees, Payment, Taxes, and Start Date

The 12-Period Partnership costs \$520 for setup plus 12 charges of \$262.50 every 28 days, for a maximum total of \$3,670. The 6-Period Partnership costs \$520 for setup plus 6 charges of \$280 every 28 days, for a maximum total of \$2,200. Weekly Operator Support costs \$520 for setup plus 6 charges of \$1,105 every 28 days, for a maximum total of \$7,150. PayPal charges the setup fee and first period together when the plan begins. Enrollment and onboarding are not confirmed until that initial payment succeeds. One-time services remain payable in full before confirmation: \$64.99 for the one-time consultation, \$260 for the two-hour Restaurant Operations Session, \$500 for the four-hour Restaurant Operations Intensive, \$390 for the three-hour Manager Workshop, and \$1,040 for the Restaurant Implementation Day of up to eight hours.

The service term begins on the enrollment date recorded with the successfully completed initial payment, unless a later start date is expressly stated in the Statement of Work. The enrollment date is service day 1. Client expressly authorizes only the setup fee and the fixed number of recurring charges shown immediately before PayPal approval. Client is responsible for applicable taxes, approved additional work, approved travel charges, and chargebacks caused by Client's inaccurate payment information. No new term or extension begins without a new written acceptance and payment authorization.

7. Cancellation and Prorated Refunds

Client may cancel a fixed-term plan at any time by emailing mcbrijoshua7@gmail.com. Cancellation stops unpaid future 28-day charges and ends future service on the effective cancellation date. The enrollment date or current-period renewal date and the cancellation date count as elapsed service days.

If Client cancels during a paid period, the unused-day refund equals the current 28-day period charge multiplied by unused whole days in that period and divided by 28. Future unpaid periods are canceled and are not refunded because they were never charged. The \$520 setup fee is refundable before onboarding begins and earned once onboarding begins, except as required by law or for Consultant's material failure. The exact formula, day-count rule, example, processing terms, and records are stated in the Recurring 28-Day Payment Authorization and Prorated Refund Addendum. There is no cancellation fee.

Consultant may suspend or terminate for nonpayment, unlawful conduct, threats, harassment, misuse of Consultant Materials, or a request that Consultant participate in unlawful or unsafe conduct. If Consultant ends a fixed term without Client breach, future charges are canceled and the same current-paid-period refund formula applies.

8. Client Responsibilities and Reliance on Information

Client will provide timely, complete, and accurate information; identify an authorized decision-maker; obtain permissions needed to share business or employee-related information; remove unnecessary sensitive information; maintain legal and regulatory compliance; and independently decide whether recommendations are appropriate.

Consultant may rely on information supplied by Client without independently auditing or verifying it. Recommendations are based on information available at the time. Consultant is not responsible for an error, omission, or result caused by incomplete, inaccurate, outdated, or misleading information supplied by Client or a third party.

9. Confidentiality and Data

Each party will use the other party's nonpublic business information only to perform or receive the services and will use reasonable care to protect it. Confidential information does not include information that is public through no breach, already lawfully known, independently developed, or lawfully received from another source.

A party may disclose confidential information when legally required, after giving notice when legally permitted. Consultant may use service providers reasonably necessary to operate the business or deliver services, provided they are bound by appropriate confidentiality obligations. Client owns its business records and information.

10. Intellectual Property and Included Digital Products

Client retains ownership of materials and data Client provides. Consultant retains ownership of its preexisting and independently developed methods, templates, checklists, training materials, processes, know-how, branding, and reusable tools ("Consultant Materials").

After full payment, Client receives a nonexclusive, nontransferable license to use Consultant Materials delivered through the engagement for Client's internal restaurant operations. Client may not resell, publish, distribute, sublicense, or provide Consultant Materials to another business or consultant without written permission.

Consultant may, in its discretion, provide relevant McBride digital products to an active fixed-term Client without an additional product fee when Consultant considers them useful to the engagement. Those materials have no cash value, do not reduce the fixed-term price or refund calculation, are not guaranteed for every engagement, and remain subject to the Digital Product Terms and License.

11. Publicity and Anonymized Results

Consultant will not use Client's name, logo, testimonial, identifiable financial information, or identifiable results in marketing without Client's written permission. Consultant may use aggregated or anonymized lessons and results only when they cannot reasonably identify Client, its employees, or its restaurant.

12. No Guarantee and Professional Disclaimer

Restaurant performance depends on factors outside Consultant's control, including Client implementation, staffing, market conditions, pricing, vendors, customer demand, and legal requirements. Consultant does not promise or guarantee revenue, profit, labor savings, food-cost savings, employee retention, sales growth, or any other particular result.

Consultant's services are educational and operational in nature. Client should obtain advice from appropriately licensed legal, accounting, tax, human-resources, mental-health, food-safety, insurance, or other professionals when those issues arise.

13. Independent Contractor

Consultant is an independent contractor, not Client's employee, partner, joint venturer, agent, franchisee, fiduciary, or legal representative. Neither party may bind the other except as expressly authorized in writing. Consultant controls the manner and means of performing the services, subject to the agreed deliverables and schedule.

14. Limitation of Liability

To the fullest extent permitted by law, neither party will be liable for indirect, incidental, special, punitive, exemplary, or consequential damages, or for lost profits, lost revenue, lost data, or business interruption, arising from this Agreement, even if advised that such damages were possible.

Except for unpaid approved fees, infringement or misuse of intellectual property, breach of confidentiality, indemnification obligations, fraud, gross negligence, or willful misconduct, each party's total aggregate liability arising from a Statement of Work will not exceed the fees Client paid Consultant under that Statement of Work during the three periods immediately preceding the event giving rise to the claim. If the engagement has existed for fewer than three periods, the limit is the amount paid for the elapsed portion of the engagement.

Some jurisdictions do not allow every limitation stated above. In that case, the limitation applies only to the maximum extent permitted by law.

15. Indemnification

Each party will defend and indemnify the other from third-party claims, damages, and reasonable costs to the extent caused by the indemnifying party's gross negligence, willful misconduct, or material breach of this Agreement.

Client will also defend and indemnify Consultant from third-party claims arising from Client's restaurant operations, employment decisions, food or workplace safety, implementation or misuse of recommendations, unlawful instructions, or materials Client supplied, except to the extent caused by Consultant's gross negligence or willful misconduct.

16. Disputes and Washington Law

Before filing a lawsuit, the parties will attempt in good faith to resolve a dispute through written notice and direct discussion. If unresolved after 30 days, either party may request nonbinding mediation in King County, Washington. This does not prevent emergency injunctive relief or an eligible small-claims action.

Washington law governs this Agreement without regard to conflict-of-law rules. Court proceedings must be brought in a state or federal court located in King County, Washington, and each party consents to that venue and jurisdiction.

17. General Terms

This Agreement, the accepted offer or order, the Recurring 28-Day Payment Authorization and Prorated Refund Addendum when applicable, the applicable Statement of Work, and incorporated website policies form the entire agreement concerning the services. Amendments must be in writing and accepted by both parties. If a provision is unenforceable, it will be limited to the minimum extent necessary and the remaining provisions will continue. Notices may be delivered to the email addresses in the booking or order records.

Sections concerning payment, confidentiality, intellectual property, disclaimers, liability, indemnification, disputes, and provisions that by their nature should survive remain effective after termination.

18. Electronic Acceptance and Records

Typing a legal name, checking every required agreement box, and completing the applicable payment constitutes Client's electronic signature and acceptance. The acceptance is not submitted or treated as a booking until the payment processor confirms successful payment.

The combined transaction record may include Client's legal name, email, business, selected service, setup fee, recurring period charge, number of authorized charges, maximum plan total, enrollment date, agreement names and versions, full terms snapshot or archived terms file, timestamp, acceptance identifier, booking details, PayPal subscription and payment transaction identifiers and status, cancellation date, elapsed days, unused days, refund calculation, executed Statement of Work, receipts, fulfillment records, and related correspondence.

Exhibit A - Statement of Work

Each engagement should identify:

- Client and restaurant name.
- Selected service and business objective.
- Scope, deliverables, boundaries, and information Client will provide.
- Enrollment date, fixed number of 28-day periods, total term days, and expected schedule.
- Included onboarding and working sessions.
- Setup fee, recurring 28-day amount, fixed number of charges, maximum plan total, and any approved additional-work or travel charges.
- Delivery method, service location, and estimated travel.
- Any McBride digital products provided for internal use.
- Client decision-maker and Consultant contact.
- Acceptance by both parties.

No consulting work begins until the applicable Statement of Work or order details are accepted and the required payment is successfully completed.

Contact

McBride Restaurant Consulting LLC

Kirkland, Washington

mcbrijoshua7@gmail.com

This template is intended for business use and should be reviewed by a Washington attorney before reliance in a material engagement.