



www.PlanInParadise.com / PlanInParadise@aol.com

## CONSULTING AGREEMENT

THIS AGREEMENT IS MADE ON \_\_\_\_\_ BETWEEN  
(CLIENT)

WITH PRINCIPAL OFFICES AT  
(CLIENT ADDRESS),  
HEREINAFTER CALLED "CLIENT,"  
AND

**Pacific Planning Institute** dba ADVANCED MANAGEMENT PLANNING  
WITH PRINCIPAL OFFICES AT  
53-427 HALAULA MAULILI ROAD / PO BOX 490 KAPAAU, HI 96755  
HEREINAFTER CALLED "CONSULTANT."

### 1. SERVICES

CONSULTANT, AS AN INDEPENDENT CONTRACTOR, AGREES TO PERFORM, DURING THE TERM OF THIS AGREEMENT, THE FOLLOWING SERVICES:

### 2. COMPENSATION

DEPENDENT UPON THE SCOPE OF THE PROJECT

### 3. TERM

THE INITIAL TERM OF THIS AGREEMENT SHALL COMMENCE ON (TERM), PROVIDED HOWEVER THAT EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME DURING THE TERM OR ANY EXTENSION TERM BY GIVING THE OTHER PARTY 30 DAYS NOTICE IN WRITING.

THIS AGREEMENT MAY BE EXTENDED BEYOND THE INITIAL TERM OR ANY EXTENSION TERM ONLY BY THE WRITTEN AGREEMENT OF BOTH PARTIES PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY EXTENSION.

### 4. DESIGNATION OF DUTIES

CONSULTANT SHALL RECEIVE REQUESTS FOR SERVICES TO BE PERFORMED FOR CLIENT (CLIENT PRINCIPAL OR REPRESENTATIVE)

### 5. CONFIDENTIALITY

CONSULTANT SHALL NOT DISCLOSE, PUBLISH OR AUTHORIZE OTHERS TO PUBLISH DESIGNS, PLANS, STRATEGIES, FINANCIAL INFORMATION, OR OTHER INFORMATION PERTAINING TO THE WORK ASSIGNED TO HIM BY CLIENT, WITHOUT THE PRIOR WRITTEN APPROVAL OF CLIENT. UPON THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT, CONSULTANT AGREES TO RETURN TO CLIENT ALL MATERIAL OBTAINED BY CONSULTANT FROM CLIENT, OR DEVELOPED BY CONSULTANT, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, UNLESS CLIENT DEEMS IT APPROPRIATE FOR CONSULTANT TO RETAIN POSSESSION AND USE OF SUCH MATERIALS.



www.PlanInParadise.com / PlanInParadise@aol.com

## **6. REIMBURSABLE EXPENSES**

THE FOLLOWING EXPENSES WILL BE BILLED IN ADDITION TO COMPENSATION.

- (A) TRAVEL EXPENSES NECESSARY IN ORDER TO PERFORM SERVICES REQUIRED BY THE AGREEMENT.
- (B) TELECOMMUNICATION CHARGES.
- (C) PRINTING AND REPRODUCTION OF REPORTS AND SUPPORT MATERIAL REQUIRED BY CLIENT.
- (D) FREIGHT AND MAILING CHARGES.
- (E) OTHER EXPENSES RESULTING DIRECTLY FROM PERFORMANCE OF SERVICES IN THE AGREEMENT.

## **7. WARRANTY**

CONSULTANT'S SERVICES WILL BE PERFORMED IN ACCORDANCE WITH GENERALLY AND CURRENTLY ACCEPTED CONSULTING PRINCIPLES AND PRACTICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

## **8. PAYMENT TERMS**

TERMS OF PAYMENT ARE AS FOLLOWS: A \$(\$\$) RETAINER PAID UPON THE SIGNING OF THIS AGREEMENT. SEMI-MONTHLY, NET 10 DAY BILLINGS OF WORK COMPLETED BY CONSULTANT WILL BE SUBMITTED TO CLIENT. CLIENT AGREES TO PAY CONSULTANT IN A TIMELY MANNER. A 1.5% PER MONTH CHARGE WILL BE ADDED TO ALL DELINQUENT ACCOUNTS.

## **9. INDEMNITY AND INSURANCE**

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CLIENT, ITS OFFICERS AND EMPLOYEES AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DAMAGES AND EXPENSES OF ANY NATURE, DIRECTLY OR INDIRECTLY ARISING OUT OF OR AS A RESULT OF ANY ACT OR OMISSION BY CONSULTANT, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

CLIENT WILL REVIEW AND APPROVE ALL DATES AND TIME FRAMES GENERATED BY CONSULTANT IN THE PREPARATION OF CPM/PERT ANALYSES, AND SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT, ITS OFFICERS AND EMPLOYEES AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES OF ANY NATURE, DIRECTLY OR INDIRECTLY ARISING OUT OF OR AS A RESULT OF ANY ACT OR OMISSION BY CONSULTANT, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

IF CONSULTANT USES, OR INTENDS TO USE, A PERSONAL AUTOMOBILE IN THE PERFORMANCE OF THIS AGREEMENT, CONSULTANT SHALL MAINTAIN THROUGHOUT THE TERM OF THIS AGREEMENT AUTOMOBILE LIABILITY INSURANCE IN ACCORDANCE WITH THE LAWS OF THE STATES OF OPERATION.

## **10. LIMITATION OF CONSULTANT**

CLIENT AGREES TO LIMIT ANY AND ALL LIABILITY OR CLAIM FOR DAMAGES, COST OF DEFENSE, OR EXPENSES AGAINST CONSULTANT TO A SUM NOT TO EXCEED CONSULTANT COMPENSATION ON ACCOUNT OF ANY ERROR OR OMISSION.



www.PlanInParadise.com / PlanInParadise@aol.com

### 11. CLIENT COMMITMENT

CLIENT UNDERSTANDS THE NECESSITY OF COMMITTING THE ENERGY OF THEIR PRINCIPALS, OFFICERS, EMPLOYEES AND STAFF TO ACHIEVING THE STATED GOALS OF THE COMPANY AS REFLECTED IN THE MATERIALS PREPARED BY CONSULTANT, AND AGREES TO FULLY SUPPORT MUTUALLY AGREED UPON ACTION STEPS PREPARED BY CONSULTANT. CLIENT AGREES TO KEEP ALL VERBAL AND WRITTEN AGREEMENTS MADE TO CONSULTANT EXCEPT IN CASE OF EMERGENCY OR ACT OF GOD.

### 12. CONSULTANT COMMITMENT

CONSULTANT UNDERSTANDS THE VALUE OF TEAM BUILDING, PLANNING, AND ORGANIZATION THAT IT BRINGS TO CLIENT AND THEREFORE TOTALLY COMMITS ITS ENERGIES TO SERVE THE STATED AND IMPLIED NEEDS OF THE CLIENT IN ANY TRANSACTION OR BUSINESS DEALING. CONSULTANT AGREES TO KEEP ALL VERBAL AND WRITTEN AGREEMENTS MADE TO CLIENT EXCEPT IN CASE OF EMERGENCY OR ACT OF GOD.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT.

---

(CLIENT PRINCIPAL)

(CLIENT)

---

RANDOLPH CRAFT, DIRECTOR  
PACIFIC PLANNING INSTITUTE  
dba ADVANCED MANAGEMENT & PLANNING

## 顾问建议书/协议

CONSULTING PROPOSAL/AGREEMENT

客户名称 Client Name \_\_\_\_\_  
公司名称 Company Name \_\_\_\_\_  
邮寄地址 Mailing Address \_\_\_\_\_  
电话号码 Phone(s)# \_\_\_\_\_  
电子邮箱 E-Mail Address \_\_\_\_\_  
行动电话 Cell# \_\_\_\_\_  
传真 Fax# \_\_\_\_\_  
官方网站 Web Site \_\_\_\_\_

### PPI – MAP® (MasterTrax Action Planning ®) 行动规划

作为以下列出的总金额加上任何客户授权费用的交换，  
我们会提供专业的规划与咨询服务，交付如下项目：

In exchange for the sums listed below, plus any client authorized expenses... We will provide professional planning & consulting services and deliver:

#### 第一阶段：愿景工程 – 项目

Phase I: Visioneering - Items

#### 项目与咨询工作的“基础/背景”

“Foundation/Context” for project and consulting work:

#### MAP® 规划初阶工作表

MAP® Planning primer worksheet

#### 客户与重要干部的DISC 个性测评 (非BSE客户适用)

DISC personality profile of client and principals. (non-BSE clients)

#### “愿景工程”

“Visioneering”

#### 建立初步的“愿景” 与建立现实的项目目的。

Establish initial “vision” that establishes the physical-world intentions for the project.

## 以下列的形式呈现:

These come in the forms of:

### 在项目成功时间点的成果清单/大纲

1. End Item List/Outline of a point in time that can be called success in the project.

### 现实的估计 - 现状与资产的盘点清单

2. Current Reality Assessment - inventory of existing conditions and assets.

### 缺口的估计 - 定义1&2项间的缺口

3. Gap Assessment: Defining the gap(s) between #1 & #2.

### 正式的项目愿景声明

4. Formal Project Vision Statement

### 此步骤/阶段项目需由客户与顾问开会共同生成

This step/phase is co-generated through client and consultant meetings.

## 阶段二: MAP 规划PERT文件

Phase II: MAP Planning PERT documents

### MAP 生成的“运营计划” 包含:

MAP generates the “operational plan “ which includes:

#### 一个PERT网络图

1 ea. PERT network chart

#### 一个资源/任务时间甘特图

1 ea. Resource / Task Timeline Gantt chart

#### 一个项目现金流量表

1 ea. Project Cash Flow Table

#### 所有主要项目资源的资源直方图

Resource histograms for all major project resources

### 在得到所有必要的信息后, 这些项目会由顾问生成;

These items are generated by consultant after all necessary information has been generated.

### 客户复审计划, 添加与更正。

Client reviews delivered plan for additions and corrections.

## 阶段三: “目标”

Phase III: "Goal Tending"

PPI会提供给客户每月更新的PERT计划, 共6次

PPI will provide 6 ea. Monthly updates to client PERT plan

## 一般步骤

General Procedures:

- 1 电话/Skype/线上与(或)个人的面谈与会议,  
以建立阶段一到三的“成果清单”

Telephone/Skype/"virtual" and/or personal interview(s)/meetings to establish the "end items" lists for phases I-III.

- 2 接下来的面谈中,  
顾问会准备与寄送订制的客户概要“成果清单”供客户复审与修改,  
以“融会贯通”初步的会议结果

Following interviews, a custom client summary "end items list" will be prepared and forwarded. This is for review and revision

- 3 由PPI发展与寄送详细的6个月规划文件3

Development & delivery of detail 6 month planning documents by PPI.

- 4 客户复审与澄清所有的PERT文件

Client review and clarification of all PERT documents

- 5 文件修改

Revisions.

- 6 寄送PERT文件的最终草稿

Delivery of final draft of PERT documents.

- 7 每月更新已交付的计划, 共6次

6 ea. Monthly updates to delivered plan.

这份协议签于 \_\_\_\_\_ (日期) 介于

This agreement is made on \_\_\_\_\_ (Date) between

客户 \_\_\_\_\_

Client

以下称“客户”，

hereinafter called “Client,”

与

and

太平洋规划机构 (Pacific Planning Institute)

以下称“顾问”。

hereinafter called “Consultant.”

## 1. 服务

顾问，作为一个独立的承包商，在本协议有效期内，  
同意履行以下服务：规划咨询 / 公司项目PERT图

1. Services

Consultant, as an independent contractor, agrees to perform, during the term of this agreement, the following services:

Planning Consultation / company project PERT chart

## 2. 咨询费

美金 美金 \$25,000 人民币 ¥160,000 加上适用当地的税收和/或费用

2. Compensation

USD \$20,000 RMB ¥160,000 + plus local applicable taxes and/or fees

## 3. 付款方式:

- 100%的款项在签署本协议时支付

3. Payment Terms:

- 100% paid upon the signing of this Agreement

现金: 美金或人民币

Cash: \$ USD or ¥ RMB

电汇: AMP / C.G.S. PERT

Wire: AMP / C.G.S. PERT

Acct# 36055154 / Wire Routing# 121301015

FHB/First Hawaiian Bank 705 Kailua Road Kailua, HI 96734

#### 4. 明确职责

顾问将接受来自于\_\_\_\_（客户的重要干部或代表）的要求来履行对顾客的服务

##### 4. Designation of Duties

Consultant shall receive requests for services to be performed for Client from (Client Principal or Representative)

#### 5. 保密义务

事先未经客户书面批准, 顾问不得披露, 发布或授权他人发布, 有关设计、计划、战略、财务信息、或其他有关客户工作的信息。本协议期满或项目结束后, 顾问同意向客户返回从客户端获得的, 或由顾问新开发的所有相关材料, 包括履行本协议所得到的所有成果, 除非客户认为是适于顾问保存并使用的相关材料。

##### 5. Confidentiality

Consultant shall not disclose, publish or authorize others to publish designs, plans, strategies, financial information, or other information pertaining to the work assigned to him by Client, without the prior written approval of Client. Upon the expiration or sooner termination of this Agreement, Consultant agrees to return to Client all material obtained by Consultant from Client, or developed by Consultant, In connection with the performance of this Agreement, unless Client deems it appropriate for Consultant to retain possession and use of such materials

#### 6. 补助费用

在客户知情并认可的前提下, 可能会收取以下的费用。  
包括使用自有交通工具在内的, 与提供必要服务相关的旅行费用。  
电话和通信费用。  
客户要求提供的相关报告和其它资料的打印或复制。  
运输和邮寄费用。  
在履行本协议承诺的服务时直接发生的其它相关费用。

##### 6. Reimbursable Expenses

The following expenses will be billed in addition to compensation w/ knowledge and approval of client.  
(a) Travel expenses necessary to perform services including use of personal automobile (\$1. per mile).  
(b) Telecommunication charges.  
(c) Printing and reproduction of reports and support material required by Client.  
(d) Freight and mailing charges.  
(e) Other expenses resulting directly from performance of services in the Agreement.

#### 7. 保证条款

顾问服务的执行将遵照普遍的和当前的接受咨询的原则和做法。其他任何的曾经口头或暗示的承诺, 应以本保证条款作为依据。

##### 7. Warranty

Consultant's services will be performed in accordance with generally and currently accepted consulting principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

(客户)/Pacific Planning Institute 太平洋规划机构顾问协议



## 8. 咨询服务边界

如果有任何错误或遗漏，客户同意限制任何及所有责任或损害赔偿请求、抗辩费用、或要求顾问支付的开支总和，不得超过顾问的收入。

### 8. Limitation of Consultant

Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses against Consultant to a sum not to exceed Consultant compensation on account of omission.

## 9. 顾问承诺

顾问应当理解团队建设、规划、和组织为客户带来的价值，从而全力以赴服务客户在任何交易或业务下的明确和潜在的需要。除了在紧急情况或不可抗力的因素下，顾问同意保持所有向客户承诺的所有口头和书面协议。

### 9. Consultant Commitment

Consultant understands the value of team building, planning, and organization that it brings to Client and therefore totally commits its energies to serve the stated and implied needs of the Client in any transaction or business dealing.

Consultant agrees to keep all verbal and written agreements made to Client except in case of emergency or act of God.

## 10. 客户承诺

客户应当理解他们的负责人、高级管理人员、职员和员工，都必须全力以赴，以实现顾问准备材料中反映的公司需要实现的既定目标，并同意全力支持双方商定的由顾问编制的行动步骤。除了在紧急情况或不可抗力的因素下，客户同意保持所有向顾问承诺的所有口头和书面协议。若客户无法履行与顾问在工作过程中所需的时间承诺，本协议将会被终止，或由于需要额外的时间而支付额外的费用。

### 10. Client Commitment

Client understands the necessity of committing the energy of their principals, officers, employees and staff to achieving the stated goals of the company as reflected in the materials prepared by Consultant, AND agrees to fully support the mutually agreed action steps prepared by Consultant.

Client agrees to keep all verbal and written agreements made to Consultant except in case of emergency or "act of God."

If client DOES NOT keep the requisite timely agreements necessary for consultant's performance, contract will be terminated AND/OR there will be additional charges for any additional time required.

客户签注 \_\_\_\_\_

Client Initial/mark

以昭信守，双方签署这项协议。

IN WITNESS WHEREOF, the parties have signed this agreement.

---

(客户方负责人)

(Client Principal)



---

Randolph Craft, 董事 Director

太平洋规划机构 Pacific Planning Institute

我们很荣幸在您的团队里

We are honored to be on your team.