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**Pemberton Consulting, LLC**  
CLIENT-CONSULTANT RELATIONSHIPS

**EXPECTATIONS**

Stated below are some of our practices for your information and understanding. A successful relationship depends on establishing mutual expectations and then meeting them. In order to document the mutual expectations, we pledge to provide you with either a written engagement or confirming letter outlining the project, how we plan to approach it and the timing and fees involved. Fees are quoted either on a project basis, usually with a fixed fee, or on a time and materials basis with a budget.

**QUALITY**

We are pledged to provide quality work results equal to or better than established professional standards. We will undertake only those assignments in which our competence has been established and where we can assure satisfactory performance by virtue of previous corporate experience or individual competence. If results are not being achieved and/or the Client is not responding, we expect either the Consultants or the Client to terminate the assignment without notice with liability for fees and expenses only to the point of termination.

**CLIENT INVOLVEMENT**

Almost every project is a Client Project assisted by Consultants. This takes a certain amount of client time and involvement for the project to be successful. The Consultants will provide the great bulk of the initial time and effort. The Consultants will schedule around Client commitments and will conduct themselves in such a manner that no one Client person is unduly burdened by the consulting effort.

**PROGRESS REPORTING**

We will keep you informed of our progress and findings so that there can be a dialog and contributions to the thinking for all those involved. It is also essential that you keep us informed of any changes in plans or events that could affect the outcome of the assignment.

**FEE ESTIMATES**

All project estimates are based on the Client's delineation of the assignment, and our initial analysis of the complexity of the problem and our past experience in similar assignments. Occasionally during the tenure of the assignment, unforeseen issues may arise or changes may occur in the Client's organization, which could have a direct bearing on the scope of work. If it appears that these unanticipated developments will affect our commitments, that we will notify you in order to determine the most appropriate course of action for meeting the assignment requirements.

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## **FEE BILLINGS**

Professional fee billings are based upon actual time expended on the Client assignment regardless of where the work is performed. The Consultant travels on his own time before the beginning of the workday and after its end. Any travel time required during the day between 8:00 AM and 5:00 PM outside of Whatcom County is chargeable. All vehicle travel outside of Whatcom County will be charged at the standard IRS mileage rate. Professional time and expenses related to defining the assignment and presenting it to the Client is considered part of the assignment and is charged.

## **EXPENSES**

All expenses incurred on behalf of the Client will be billed at cost. These include such items as clerical time, reproduction, office supplies, advertisements, long distance telephone, local travel outside of Whatcom County at 34.5¢ per mile and out of town travel and living expenses. The Consultants normally travel to their home bases each weekend.

## **INVOICES**

Invoices are rendered as defined in the engagement agreement. If the engagement is a time and materials agreement the invoice will contain two line items types - professional fees based on hours billed by day and expenses. If the agreement is fixed price then the invoice will contain two line items - professional fees and expenses. A detailed expenses backup is usually attached. Detailed records of time and expenses are available for audit in the Consultant's office. Payment is expected upon presentation of the invoice, unless prior arrangements are made with Pemberton Consulting, LLC. A delinquent charge of 1.5% per month (an annual rate of 18%) is charged for all past due accounts.

## **ARBITRATION**

Pemberton Consulting, LLC is dedicated to performing its work in the best interests of its clients using the appropriate professional techniques and practices. Disagreements may occur from time to time, which we can usually resolve among ourselves. In the unlikely event we cannot resolve it, any controversy or claim arising out of, or relating to this assignment shall be settled by binding arbitration. In the USA, the American Arbitration Association would appoint the arbitrator. Outside the USA, a mutually acceptable arbitrator would be appointed. Judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The cost of arbitration or legal action of any nature, together with reasonable attorney's fees shall be awarded to the prevailing party.

## **UNDERSTANDING**

The above policies are recorded for the purpose of establishing mutual expectations and understanding. The Client is encouraged to communicate directly with the Principal

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regarding fees, assignment management, or questions of performance. All other matters may be discussed with the Managing Principal assigned.

**CONTACT INFORMATION:**

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