



## Service Fee Agreement

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**IDENTIFICATION OF PARTIES:** This agreement is made between the MBDA Business Center – El Paso and \_\_\_\_\_ ("Client"). This agreement is intended to fulfill the requirements of the El Paso MBE through the Minority Business Development Agency of the U.S. Department of Commerce.

**SERVICES TO BE PROVIDED:** The agreed upon preliminary technical assistance services to be provided by the El Paso MBE to our Clients are as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**RESPONSIBILITIES OF EL PASO MBE AND CLIENTS:** The MBDA BUSINESS CENTER – El Paso will assist clients in performing the above stated technical assistance services. The MBDA BUSINESS CENTER – El Paso will keep Clients informed of any progress and developments, and respond promptly to Clients' inquiries and communications. Clients will be truthful and cooperative with the MBDA BUSINESS CENTER – El Paso, and keep us reasonably informed of developments and of Clients' address, telephone numbers and whereabouts; and make timely payments required by this agreement.

**CLIENT FEES:** Clients will pay MBDA BUSINESS CENTER – El Paso for technical assistance services provided under this agreement at the respective hourly rates provided in this agreement (See Fee Structure chart below). The minimum time charged for any particular service is detailed on the Fee Structure Chart.

Annual Revenue Range	Cost per hour
\$0-\$99,999	\$10.00
\$100,000-\$299,000	\$20.00
\$300,000-\$999,999	\$30.00
\$1M-\$2,999,999	\$40.00
\$3M-\$4,999,999	\$50.00
\$5M-Above	\$60.00

The MBDA BUSINESS CENTER – El Paso will charge for all activities undertaken in providing services to Clients under this agreement, including, but not limited to, the following: **personalized counseling, business assessment, review and preparation of minority certification packages, review RFP's, and review of correspondence.** Clients may terminate this agreement by written notice effective when received by MBDA BUSINESS CENTER – El Paso. Further, clients will pay all "costs" in connection with the MBDA BUSINESS

CENTER – El Paso technical assistance fees, under this agreement. *Costs include, but are not limited to, agreed upon technical assistance fee for services rendered, long-distance telephone charges, messenger service fees, and photocopying expenses.*

**DEPOSIT FOR FEES:** Clients will pay to MBDA BUSINESS CENTER – El Paso an initial deposit of **\$25**, during agreement of terms. This amount is non-refundable, and will be applied to accumulated client fees.

**STATEMENTS AND PAYMENTS:** MBDA BUSINESS CENTER – El Paso will send Clients monthly statements indicating accumulated fees and costs incurred and their basis, any amounts applied from deposits, and any current balance owed. If no fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within 30 days after the statement is mailed.

**WAIVER OF FEES:** Waiver of client fees will be based on several factors; 1) most recent business tax return, indicating annual revenues generated by business, 2) current economic trends in the specific industry, 3) length of time in business. **NOTE:** Granting of a fee waiver is at the sole discretion of the MBDA BUSINESS CENTER – El Paso and will be reviewed on an annual basis.

**UNCOLLECTABLE FEES:** Ongoing services provided by the MBDA BUSINESS CENTER – El Paso will cease when a client account becomes 60 days in arrears. The MBDA BUSINESS CENTER – El Paso will not perform any new services until all accounts are brought current.

**EFFECTIVE DATE OF AGREEMENT:** The effective date of this agreement will be the date when it is executed by the third of the parties to do so.

The foregoing is agreed to by:

Printed Name of Client	Signature	Date
MBDA BUSINESS CENTER – El Paso Technical Assistance Provider	Signature	Date