



# Retainer Agreement - The Carter Center

June 29, 2021

Little Lighthouse Press LLC  
Document Sender : Delamiko Bey  
Signer: Delamiko Bey



## Retainer Agreement - The Carter Center

This Retainer Agreement ("Agreement") dated June 21, 2021, (the "Effective Date") is made between Little Lighthouse Press LLC (the "Service Provider") registered at 2035 Sunset Lake Road, Suite B-2, in the city of Newark, zip code 19702, and county of New Castle, in the state of Delaware in the United States of America and The Carter Center, located at One Copenhill, 453 Freedom Parkway, Atlanta, GA, zip code 30307, for the purpose of setting forth the exclusive terms and conditions by which the Client desires to acquire the services and/or consultation of the Service Provider.

The purpose of this Retainer Agreement is to outline the nature of the Parties' engagement and their respective expectations and responsibilities under this Agreement.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

### Scope of Engagement.

Client retains the above Service Provider, and the Service Provider agrees to perform for the Client, certain services set forth in Exhibit A to this Agreement (the "Services"). Any Service outside of the scope as defined in Exhibit A (The Invoice) to this Agreement will require a new Retainer Agreement for other services agreed to by the Parties.

### Compensation.

The Service Provider will be compensated for their time spent on this engagement following the payment terms set-forth below:

- Payments are made every three months from commencement of this agreement.
- The Service Provider will invoice the Client on the 25th day of the month in which quarterly payments are due.
- The invoice will include any and all Services performed under this Agreement as well as any pre-approved expenses.
- Payment will be due within 7 days of the invoice date. A late charge of 7% per month will be added to any invoice not paid on time
- The Client understands that they are solely responsible for the payment of all fees and expense.
- Payments must be made to the Service Provider by credit card or ACH directly to our bank or via any other method of payment accepted by the Service Provider.
- Payments must be made via our client portal and the links to it that are emailed to you.

### Term of Agreement.

This agreement is valid until August 31, 2022 unless terminated via the methods detailed directly below.

### Termination.

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon 30 business days written notice.

The Client understands that the Service Provider may terminate this agreement at any time if the Client fails to pay for the Services provided under this Agreement or if the Client breaches any other material provision listed in this Retainer Agreement. Client agrees to pay any outstanding balances within 30 days of termination.

### Property Rights and Confidentiality.

- All work product created by the Service Provider in connection to any Services provided under this Agreement is the exclusive property of the Service Provider.
- The Service Provider retains all of its intellectual property rights in and to its Confidential Information.
- Throughout the duration of this Agreement, it may be necessary for the Service Provider to have access to the Client's confidential and protected information for the sole purpose of performing the Services subject to this Agreement.



- The Services Provider is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Client. The Service Provider's obligation of confidentiality will survive the termination of this Retainer Agreement and stay in place indefinitely.

### **No Exclusivity.**

The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agree that they are free to enter into other similar Agreements with other parties.

The Client understands that the Service Provider is not an Independent Contractor. Further, the Service Provider is not an employee, agent, partner, or representative of the Client.

### **Dispute Resolution**

Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of Delaware.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of Delaware, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of Delaware.

The prevailing Party to the dispute will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by litigation or binding arbitration.

### **No Assignment.**

This Agreement shall inure to and be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

### **Governing Law.**

This Agreement shall be governed in all respects by the laws of the State of Delaware without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

### **Legal Fees.**

Should a dispute between the named Parties arise lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

### **Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

### **Electronic Signatures.**

This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

### **Severability.**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or un-enforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

### Captions for Convenience.

All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

### No Waiver.

No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar).

Amendment. This Agreement may be amended only by a writing signed by all of the Parties hereto.

### Entire Agreement.

This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

X

X *ndelamiko bey*

Signed By Delamiko Bey

Signed On: June 29, 2021

# Signature Certificate

Document name: Retainer Agreement - The Carter Center

Unique Document ID: 95ADD442314D0A52112C1827AD7DD1888AC4CE06

LEGALLY SIGNED USING  
**WP**signature  
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## Timestamp

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## Audit

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