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CONSULTING SERVICES AGREEMENT

Production Consulting Engagement | Mt. Zion Full Gospel Baptist Church

CONSULTANT form.	CLIENT Mt. Zion Full Gospel Baptist Church	PAYEE Dontavious Ladson	ENGAGEMENT FEE \$7,500.00 plus approved reimbursable expenses
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This Consulting Services Agreement ("Agreement") is entered into by and between form. ("Consultant") and Mt. Zion Full Gospel Baptist Church, a _____ organized under the laws of the State of _____ ("Client"), collectively referred to as the "Parties." This Agreement outlines the terms under which Consultant will provide production consulting, department assessment, strategic advisory, and related organizational advisory services for Client.

1. Engagement Overview

Client has engaged Consultant to provide a structured production consulting engagement designed to assess the current health, structure, staffing, governance, cost alignment, workflows, and leadership readiness of Client's production and technical arts department.

The purpose of this engagement is to help Client build a clearer, healthier, better-governed, and more sustainable production function in preparation for the hiring, onboarding, and long-term success of a Director of Production & Technical Arts.

This engagement is strategic and advisory in nature. It is not intended to function as an ongoing production management role, employment placement guarantee, technical installation project, staff augmentation agreement, or operational takeover unless separately agreed to in writing.

2. Scope of Services

2.1 Pre-Engagement Alignment

Consultant and Client will align prior to the on-site engagement regarding scope, timing, key stakeholders, relevant documentation, schedule, and any known departmental priorities or concerns.

2.2 On-Site Production Department Assessment

Consultant will conduct an on-site assessment over a concentrated 48-72 hour window. During this time, Consultant will observe the actual production environment, meet with key stakeholders, review current workflows, and assess the functional health of the production department.

2.3 Department Structure Review

Consultant will review the current production department structure, whether formal or informal, to identify clarity gaps, duplicated responsibilities, leadership challenges, and structural issues that may impact the incoming Director of Production & Technical Arts.

2.4 Leadership, Team, and Stakeholder Interviews

Consultant will conduct targeted conversations with key leaders, production team members, ministry stakeholders, and other relevant individuals identified by Client in order to understand current realities, recurring friction points, communication breakdowns, and departmental needs.

2.5 Staffing Model and Contractor Assessment

Consultant will assess the current staffing model, including full-time roles, part-time roles, volunteer involvement, contractor relationships, capacity alignment, and sustainability. Consultant will provide recommendations regarding what should be staffed, contracted, clarified, reduced, or restructured.

2.6 Cost Stewardship and Efficiency Review

Consultant will review current production-related cost structures and spending patterns, where information is made available by Client, in order to identify opportunities for better cost alignment, improved stewardship, reduced inefficiency, and stronger resource design without unnecessarily lowering quality or creating instability.

2.7 Workflow and Process Health Review

Consultant will assess current workflows and systems supporting the production department, including service planning, event production, communication rhythms, scheduling, documentation standards, execution processes, and cross-departmental coordination.

2.8 Governance and Decision-Making Review

Consultant will evaluate decision-making pathways, approval structures, accountability lines, and authority clarity within the production function. Consultant will provide recommendations to help Client clarify who owns which decisions and how production decisions should flow between departments and senior leadership.

2.9 Director Readiness Planning

Consultant will identify what the incoming Director of Production & Technical Arts should inherit clearly, what should be addressed before the Director's arrival, and what the first 30, 60, and 90 days should prioritize from an operational and leadership standpoint.

2.10 Final Recommendations and Leadership Debrief

Consultant will organize findings into practical recommendations and conduct a leadership debrief with Client. The debrief will walk Client through key findings, pressure points, recommended changes, and next-step priorities.

3. Deliverables

- A strategic summary of findings from the production department assessment.
- Practical recommendations related to department structure, governance, staffing, contractors, cost stewardship, workflow health, and Director readiness.
- A leadership debrief session with Client's designated leadership team.
- Guidance regarding priority actions to support the incoming Director's leadership runway.

Final recommendations may be delivered as a written strategic summary, presentation document, or comparable advisory format, accompanied by a leadership debrief session. Deliverables are intended to provide strategic clarity and actionable guidance. Consultant is not responsible for implementing all recommendations unless a separate written agreement is executed.

4. Use of Subcontractors and Delivery Partners

Client acknowledges and agrees that Consultant may engage qualified subcontractors, consultants, advisors, or delivery partners to support the performance of services under this Agreement.

Consultant may engage One39 Coaching & Staffing or other qualified support partners as subcontracted resources for portions of the engagement, including but not limited to assessment support, production consulting, staffing review, documentation, advisory input, or strategic recommendations.

Any subcontractor or delivery partner engaged by Consultant shall operate under Consultant's direction. Consultant shall remain responsible to Client for the overall delivery of the services outlined in this Agreement. No subcontractor shall have direct contractual authority with Client under this Agreement unless Client and the subcontractor enter into a separate written agreement.

5. Client Responsibilities

Client agrees to provide Consultant with reasonable access to relevant leaders, staff, team members, contractors, volunteers, systems, schedules, documentation, budgets, workflows, and departmental information necessary to complete the engagement.

Client is responsible for identifying key stakeholders, coordinating access, providing requested documentation in a timely manner, and ensuring Consultant has the necessary context to complete the assessment effectively.

Client understands that the quality and completeness of Consultant's recommendations may depend on the accuracy and availability of information provided by Client. Delays in access, documentation, or stakeholder availability may delay recommendation delivery.

6. Engagement Fee and Payment

Client agrees to pay Consultant a flat engagement fee of Seven Thousand Five Hundred Dollars (\$7,500.00) for the services outlined in this Agreement.

- 50% due upon execution of this Agreement: \$3,750.00.
- 50% due upon completion of the leadership debrief or delivery of final recommendations: \$3,750.00.
- Payment is due within seven (7) calendar days of invoice receipt unless otherwise agreed in writing.

Although this Agreement is entered into between Client and form., all payments under this Agreement shall be made payable to Dontavious Ladson unless otherwise directed in writing by Consultant. Consultant provides services under the professional brand name form. For payment, tax, and administrative purposes, payments shall be made to Dontavious Ladson unless otherwise directed in writing.

6.1 Late Payments and Suspension of Services

Any undisputed invoice not paid within fifteen (15) calendar days after the due date may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, calculated from the original due date until paid in full.

Consultant may suspend work, delay delivery of recommendations, or withhold participation in scheduled meetings if any undisputed amounts remain past due for more than fifteen (15) calendar days, after providing written notice to Client.

7. Travel, Lodging, and Meals

Travel, lodging, meals, ground transportation, and other reasonable engagement-related expenses are not included in the flat engagement fee and shall be billed separately at cost.

Consultant will make reasonable efforts to keep reimbursable expenses appropriate and aligned with the nature of the engagement. Client agrees to reimburse approved engagement-related expenses upon receipt of invoice and supporting documentation. Any single travel or lodging expense exceeding \$500 shall be approved by Client in advance, unless the expense is required due to schedule changes, travel limitations, or other reasonable engagement-related needs.

8. Schedule, Timing, and Cancellation

The Parties will mutually agree upon the dates for the pre-engagement call, on-site assessment, recommendation delivery, and leadership debrief. Consultant's on-site work is expected to occur within a concentrated 48-72 hour period, subject to scheduling availability and Client's operational calendar.

Consultant will make reasonable efforts to deliver final recommendations within seven to ten business days following completion of the on-site assessment, subject to receipt of all requested information from Client. If either Party needs to reschedule the on-site engagement, the Parties will work in good faith to identify new dates.

If Client cancels or reschedules the confirmed on-site engagement within fourteen (14) calendar days of the scheduled start date, Client agrees to reimburse any non-refundable travel or lodging expenses incurred by Consultant. If Client cancels or reschedules within seven (7) calendar days of the scheduled start date, Client shall also remain responsible for fifty percent (50%) of the engagement fee in recognition of the reserved capacity, which amount may be applied as a credit toward a rescheduled engagement within ninety (90) days.

9. Confidentiality

Both Parties acknowledge that confidential information may be shared during the course of this engagement, including but not limited to staffing information, financial information, organizational concerns, leadership discussions, contractor relationships, internal processes, team feedback, and strategic priorities.

Consultant agrees to keep confidential all non-public information disclosed by Client and to use such information only for the purpose of fulfilling this engagement.

Client agrees that Consultant's proprietary frameworks, assessment methods, advisory processes, written recommendations, strategic materials, operational models, and consulting methods are confidential to Consultant and may not be copied, distributed, sold, repurposed, or shared outside Client's leadership team without written permission from Consultant. This confidentiality obligation shall survive the termination or completion of this Agreement.

10. Ownership and Use of Work Product

Consultant retains ownership of all pre-existing intellectual property, frameworks, methodologies, templates, processes, advisory models, strategic systems, and proprietary materials used in connection with this engagement.

Upon full payment, Client may use the final recommendations and written deliverables internally for Client's organizational planning, leadership alignment, and department development. Client may not resell, publish, distribute, externally reproduce, or repurpose Consultant's materials without Consultant's prior written consent.

11. Independent Contractor Relationship and Taxes

Consultant is an independent contractor and is not an employee, officer, agent, partner, or joint venturer of Client. Nothing in this Agreement shall be interpreted as creating an employment relationship between Consultant and Client.

Consultant is responsible for Consultant's own taxes, insurance, staffing decisions, subcontractor relationships, and business obligations. All fees payable under this Agreement will be paid without withholding, and Consultant shall be solely responsible for the reporting and payment of all applicable federal, state, and local taxes arising from the compensation paid under this Agreement.

12. No Guarantee of Outcome

Consultant will provide professional assessment, strategic guidance, and practical recommendations based on observation, available information, stakeholder input, and Consultant's experience.

Client understands that Consultant cannot guarantee specific financial savings, staffing outcomes, hiring outcomes, team responses, implementation results, contractor results, or operational outcomes. Client remains solely responsible for all final decisions, implementation choices, employment decisions, contractor decisions, financial decisions, and organizational actions taken as a result of the engagement.

13. Limitation of Liability

To the fullest extent permitted by law, Consultant's total liability under this Agreement shall not exceed the total amount paid by Client to Consultant under this Agreement. Consultant shall not be liable for indirect, incidental, consequential, punitive, special, or exemplary damages, including loss of revenue, loss of opportunity, reputational harm, employment disputes, contractor disputes, or operational losses arising out of or related to this Agreement.

14. Indemnification

Client shall indemnify, defend, and hold harmless Consultant and its officers, directors, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) Client's use or implementation of the recommendations or deliverables;
- (b) Client's employment, contractor, or financial decisions; or
- (c) Client's breach of this Agreement or violation of applicable law.

Consultant shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of Consultant's gross negligence or willful misconduct in the performance of the services.

15. Term, Termination, and Survival

This Agreement shall become effective as of the date of last signature below (the "Effective Date") and shall continue in effect until the earlier of: (a) completion of the services and delivery of the final deliverables described herein, and receipt of all amounts due to Consultant; or (b) termination in accordance with this Section 15.

Either Party may terminate this Agreement with written notice if the other Party materially breaches the Agreement and fails to cure the breach within seven (7) calendar days of written notice.

If Client terminates the Agreement after work has begun, Client remains responsible for payment for work completed, time reserved, and any non-refundable expenses incurred by Consultant. If the Agreement is terminated after the on-site assessment has begun, the full engagement fee may remain due due to the concentrated nature of the engagement and the time reserved by Consultant.

The following provisions shall survive expiration or termination of this Agreement: Sections 6 (to the extent of unpaid amounts), 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, and 22, and any other provision which by its nature should reasonably survive.

16. Non-Disparagement and Professional Conduct

The Parties agree to conduct the engagement in a professional, respectful, and cooperative manner. Both Parties agree not to make false, misleading, or disparaging statements about the other Party related to this engagement. This provision does not restrict either Party from providing truthful information if required by law.

17. Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, public health emergencies, or disruption of transportation or utilities ("Force Majeure Event").

The affected Party shall notify the other Party as soon as reasonably practicable of the Force Majeure Event and shall use commercially reasonable efforts to resume performance as soon as reasonably practicable. The Parties will work in good faith to reschedule any impacted on-site work.

18. Dispute Resolution

The Parties agree to first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through informal discussions between senior leaders of each Party.

If the dispute is not resolved within thirty (30) calendar days of written notice of the dispute, either Party may request non-binding mediation, to be conducted in _____, Tennessee, or such other location as the Parties may mutually agree, with a mutually agreed mediator.

If the Parties are unable to resolve the dispute through mediation, either Party may pursue any remedy available at law or in equity. Subject to applicable law, the state and federal courts located in _____ County, Tennessee, shall have exclusive jurisdiction over any litigation arising out of or relating to this Agreement, and the Parties hereby consent to the personal jurisdiction and venue of such courts.

19. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles, unless otherwise required by applicable law.

20. Publicity and References

Client agrees that Consultant may list Client's name and logo in Consultant's representative client lists and may make general, high-level references to the nature of the engagement (e.g., "production and systems consulting") in marketing materials, case studies, and presentations, provided that Consultant does not disclose Client's confidential information. Client may revoke this permission in writing at any time, in which case Consultant will make reasonable efforts to remove Client from future materials.

21. Electronic Signatures and Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, PDF, or other electronic means (including via DocuSign, Dropbox Sign, Adobe Sign, PandaDoc, or comparable e-signature platforms) shall be deemed to have the same legal effect as original signatures.

22. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding the consulting engagement described herein and supersedes all prior discussions, proposals, communications, or understandings, except where expressly incorporated by reference. Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

23. Acceptance and Authorization

By signing below, the Parties acknowledge that they have read, understood, and agree to the terms of this Agreement.

CLIENT	CONSULTANT
Mt. Zion Full Gospel Baptist Church	form.
Authorized Representative Name: _____	By: Dontavious Ladson
Title: _____	Title: Founder, CEO & Chief Systems Architect
Signature: _____	Signature: _____
Date: _____	Date: _____
	Payments payable to: Dontavious Ladson