



FLEXIBLE BENEFIT CONSULTING AGREEMENT

Initial Agreement Renewal Agreement

This Agreement is made effective as of _____, by and between

Company Name

of _____
Company Address

and FlexMagic® Consulting, Inc., 10 Inverness Dr E, Ste. 110, Englewood, CO 80112-5611.

In this Agreement, the party who is contracting to receive services shall be referred to as “Employer”, and the party who will be providing the services shall be referred to as “Consultant”.

Consultant has a background in Administration of and for Flexible Benefit Plans authorized under and pursuant to the provision of the Internal Revenue Code, Sections 125, 129, 105, 106, and/or 79. Consultant is willing to provide services to Employer based on this background.

Employer desires to have a Flexible Benefit Plan and use the services provided by Consultant.

The Plan Year commences on _____ and ends on _____.

Therefore, the parties agree as follows:

- DESCRIPTION OF BASIC SERVICES** Beginning on the above referenced date of Agreement, Consultant will provide the following services, (collectively the “Basic Services”): Plan Design Review, Model Plan Document and Summary Plan Description, an Administration Regulations Reference Guide (updated annually after the initial Plan Year), assist with enrollment, communication, compliance, and technical support of the Flexible Benefit Plan; provide initial (upon request by the Employer) and year-end discrimination testing for the herein described Plan Year. Refresher Classes are offered for up to two people per Plan Year, and periodic Internet “*Update*” Bulletins are provided. See Page 4 for more information.
- PAYMENT** Employer will pay a fee to Consultant as stated on Page 4 of this Agreement. Shipment in excess of \$5.00 will be *billed separately*. The Agreement amount is payable in full upon signature of this Agreement if less than \$1,000. For fees exceeding \$1,000, 50% is payable with this Agreement and the balance is due within 30 days of signature of Agreement or upon commencement of the Plan Year, whichever comes first. ***There are no refunds.*** A late fee of 1½% per annum will be applied for items not paid within 30 days of billing.
- TERM / TERMINATION** This Agreement shall terminate automatically at the end of the Plan Year. It is understood that to continue subsequent year enrollment and technical and compliance support, Consultant and Employer will enter into a renewal Agreement.

4. **RELATIONSHIP OF PARTIES** It is understood by both parties that Consultant is an independent contractor with respect to the Employer, and not an employee of the Employer. Employer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits for the benefit of Consultant.
5. **NOTICES** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, via electronic mail or fax addressed as follows:

Employer: *(To be filled out if the information on page 1 is different or has missing information)*

Legal Company Name

Address _____

City, State, Zip _____

Phone Office: _____ Fax: _____

Name of E-mail Contact _____

E-mail Address _____

Purchase Order Number _____ None Required

Consultant: FlexMagic® Consulting, Inc.
 10 Inverness Dr E, Ste. 110
 Englewood, CO 80112-5611
 303-649-1922 or 800-888-9084 Fax: 303-649-1925
 E-mail: info@flexmagic.com

Either party may change such address from time to time providing written notice to the other in the manner set forth above. A fully executed copy of this Agreement may be provided, upon request, with the initial Administration and Regulations Reference Guide.

6. **ENTIRE AGREEMENT** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.
7. **AMENDMENT** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
8. **SEVERABILITY** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
9. **ARBITRATION** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. **DISCLAIMER** It is understood that the Employer is providing the Consultant with the information necessary to do discrimination testing and/or 5500 Form Preparation. The Consultant is entitled to rely upon the Employer provided information as accurate.

