

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of this __ Day of __ 2024 by and between McKenna Assets, LLC, a California limited liability company with an office at 617 Torrance Blvd., Redondo Beach, California 90277 (“Consultant”) and____ (“Client”) with an office at _____ (“Client”).

WHEREAS, Consultant has vast experience, knowledge and relationships within the car wash industry; and

WHEREAS, Client is in the car wash business and would like to utilize the consulting and advisory services of Consultant for the benefit of Client’s business; and

WHEREAS, Consultant desires to work with Client on the terms and conditions set forth herein.

NOW, THEREFORE, as and for consideration for the mutual promises contained herein, and for such other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Consultant and Client agree as follows:

1. **Definitions.** As used herein, the terms set forth below shall be defined as follows:
 - a) **“Affiliate”** is defined as a party’s employees, officers, directors, members, 10% shareholder, agents, contractors, attorneys, accountants, parent, subsidiaries, affiliates, joint ventures or partners.
 - b) **“Compensation”** has the meaning given to it in Section 4 (Compensation).
 - c) **“Consultant”** means McKenna Assets, LLC and its successors or approved assigns.
 - d) **“Effective Date”** has the meaning given to it in the Preamble.
 - h) **“Person” or “People”** means a natural person, corporation, partnership, firm or other entity.
 - i) **“Services”** means the business consulting and advisory services that Consultant will perform in accordance with Section 3.
 - j) **“Term”** has the meaning given to it in Section 2.
 - k) **“Third Party”** means a Person other than the Consultant and Client.
 - l) **“Travel Expenses”** means all travel expenses as agreed upon by the parties that are incurred by Consultant in Consultants performance of the services herein, including, but not limited to airline flights, car rentals, land transfers, hotel lodging (of at least a 3 stars rating) and a per diem for food; all only as applicable and agreed upon by the parties prior to being incurred.
2. **Term.** The term of this Agreement shall begin on the Effective Date and shall expire on the 1 year anniversary thereof, unless terminated earlier in accordance with Section 8 herein.
3. **Services.** Consultant shall only be required to render reasonable consulting and advisory services under this Agreement as reasonably requested by Client and such services may include:
 - a) Advising Client on potential car wash business opportunities; and

b) Any other business consulting and advisory services as mutually agreed to in writing by the parties from time to time.

4. **Compensation.** As full and complete consideration for the services to be performed by Consultant under this Agreement, Client shall pay an upfront NON-RFUNDABLE “relationship establishment” Fee of \$5,000.00 and Client also agrees to compensate Consultant at the rate of \$625.00 per hour to be billed against an initial retainer of \$10,000.00. After initial retainer is exhausted, Client will replenish retainer at initial retainer amount once initial retainer balance falls below \$500.00 and will then continue to be billed at rate of \$625.00 per hour plus any applicable travel. When directed to travel outside of a twenty (20) mile radius of Consultant’s Office by Client, an eight (8) hour minimum per day is required. Central and Eastern Time zones require a two (2) day minimum and International travel would require a five (5) day minimum. All fees and travel expenses are payable in advance of any work performed by Consultant. Consultant shall provide weekly updates, invoices for any and all funds received on account and a statement of hours spent as well as travel expenses. Consultant shall keep Client informed on matters pertaining to Client to the best of Consultant’s ability. Any unused portion of initial retainer not used within sixty (60) days of initial deposit shall be returned to client unless otherwise mutually agreed to in writing. **School of Wash Fees are \$1000.00 flat rate per day and do not include any offsite consulting, project advisement, potential site assessment or any other services otherwise provided by consultant at normal hourly rate of \$625.00 per hour**

5. **Expenses.** In the event that Client requests Consultant to perform services that require Consultant to travel outside the area where Consultant is located at the time of such services, Client agrees to advance or pay directly for all such Travel Expenses and Consultant’s travel time at the rate of \$175.00 per hour. All travel and accommodation is at business class.

6. **Termination.** Consultant shall have the right to terminate this Agreement at any time upon written notice to Client if: (i) Client is in material breach of this Agreement, and the material breach remains uncured thirty (30) days after Client has received written notice of the material breach; (ii) any payment owed to Consultant is over ten (10) days past due; or (iii) Client: (1) makes an assignment for the benefit of creditors, (2) has an Order for Relief under the United States Bankruptcy Code entered against it by any United States Court, or (3) has a trustee or receiver of any substantial part of its assets appointed by any court. Client shall also reserve the right to terminate with thirty (30) days written notice to Consultant if consultant is no longer needed and client shall be responsible for monies owed or unpaid invoices due to Consultant incurred by Client (or its affiliates).

7. **Effect of Termination.** In the event of any termination of this Agreement, Consultant reserves Consultant’s rights to pursue all available legal and equitable remedies.

8. **Indemnification.** Client shall indemnify, defend and hold harmless Consultant and its Affiliates, officers, advisors, members, investors, employees, attorneys, accountants and agents (collectively “Indemnified Parties”), both during and after the Term, upon demand, from and against any loss, claim, damage or liability arising out of or in connection with (i) Client’s breach of any provision of this Agreement, including its representations and warranties, (ii) any act or omission by Client or any Person (other than the Indemnified Parties) working on Client’s behalf, (iii) any act or omission by the Indemnified Parties that is within the scope of their services hereunder (including, without limitation, the Services) or otherwise requested, authorized or ratified by Client, (iv) any and all goods or services offered, sold, performed or otherwise made available by Client to any Person, or (v) the existence and operation of Client’s business, (each of clauses (i) – (v) individually is referred to hereinafter as a “Claim”). Should any Claim give rise to a duty of indemnification under this Section 9, Consultant shall promptly notify Client, and the Indemnified Parties shall be entitled,

at its or their own expense, and upon reasonable notice to Client, to participate in the defense of such Claim. Participation in the defense shall not waive or reduce any of Client's obligations to indemnify or hold the Indemnified Parties harmless. Client shall not settle any Claim without Consultant's prior written consent. Client also shall indemnify the Indemnified Parties for any reasonable attorneys' fees or other costs incurred by the Indemnified Parties in investigating or enforcing any provision of this Section 9 or preparing to do the same. Client further agrees to reimburse an Indemnified Party promptly for any costs and expenses, including, without limitation, interest, penalties and court costs (including attorneys' fees and expenses) an Indemnified Party incurs in connection with the foregoing indemnity. Client's obligations under this Section 9 shall be in addition to any liability Client may otherwise have and shall be independent of Client's obligations under any other provision of this Agreement.

9. **Representations and Warranties.**

a) Client represents, warrants and covenants that (i) Client has the right, power and authority to enter into and to perform this Agreement and that Client has not made any agreement or commitment with any Third Party which prevents or interferes in any way with the performance of its obligations herein; (ii) Consultant's Compensation and the other terms of this Agreement have been negotiated between Client and Consultant and are not set by law; (iii) Client has no commitment, engagement or agreement of any kind preventing or restricting Client from doing any part of its business and there is no action, proceeding or investigation of any kind pending or threatened against Client, (iv) Client is currently, and will remain throughout its existence, compliant with all laws, ordinances, licensing requirements and regulations as they relate to its business, and (v) Client will conduct its own due diligence with respect to the entire subject matter of this Agreement, will personally inspect the subject property and utilize any experts of its own choosing to verify any information without any reliance on Consultant and understands that Consultant is neither providing Client with any legal advice nor any advice respecting potential environmental, contamination, zoning, drainage, soils, construction or other related issues, if any.

b) Consultant hereby makes no warranties whatsoever, express or implied, as **all consulting services provided herein are advisory in nature only and are neither binding nor obligatory**. Consultant agrees to keep Client informed (to the best of Consultant's ability) of any circumstances implied or otherwise that may adversely or non- adversely affect Client's ability to operate a car wash, prospective car wash or matters pertaining to Client for which Consultant has been hired to advise on.

10. **Assignment.** Neither party may assign this agreement or any portion hereof without the express written consent of the other party. Notwithstanding the foregoing, Consultant shall have the right to freely assign Consultant's right to Compensation.

11. **Limitation of Liability.** CONSULTANT AND CONSULTANT'S SUCCESSORS, EMPLOYEES, DIRECTORS, MEMBERS, OFFICERS, PARENT(S), SUBSIDIARIES AND AFFILIATES, ASSIGNS, AGENTS, CONTRACTORS, ATTORNEYS AND ACCOUNTANTS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. CONSULTANT'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED BY AND NEVER EXCEED THE AGGREGATE AMOUNT OF COMPENSATION ACTUALLY RECEIVED BY CONSULTANT UNDER THIS AGREEMENT.

12. **Dispute Resolution, Governing Law.**

a) If, with respect to any action, suit, arbitration, hearing or other proceeding (“Suit”), a controversy or dispute arises that is based on or related to this Agreement or any provision hereof, the party prevailing therein shall be entitled to recover its costs of such Suit and preparation therefor, separate and apart from damages, and, as an element of such costs, all reasonable attorneys’ fees incurred, whether or not such Suit proceeds to final judgment.

b) This Agreement has been entered into in the State of California and the validity, interpretation, and legal effect of this Agreement shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely within the State of California. Any Suit shall be adjudicated in County of Los Angeles.

13. **Complete Agreement.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. This Agreement may be amended or modified only through a written agreement signed by Client and Consultant.

14. **Severability.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is a conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation contrary to which the parties hereto has no legal right to contract, such statute, law ordinance, order or regulation shall prevail; provided that in such event (a) the provision of this Agreement so affected shall be limited, only to the extent necessary to permit the compliance with the minimum legal requirements, (b) no other provision of this Agreement shall be affected thereby, and (c) all such other provisions shall remain in full force and effect. The parties hereto shall negotiate in good faith to replace any invalid, illegal or unenforceable provision (the “Invalid Provisions”) with a valid provision, the effect of which comes as close as possible to that of the Invalid Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

15. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, one (1) business day after being delivered to a nationally recognized overnight courier with next day delivery specified or five (5) business days after being deposited in the United States or Canadian mail, first class postage prepaid, with return receipt requested, to the addresses specified below, or at such other address as either party may supply by written notice delivered in accordance herewith:

If to Consultant: McKenna Assets, LLC
 Attn: Chris McKenna
 617 Torrance Blvd.
 Redondo Beach, CA 90277

If to Client:

The parties may change their respective address for receiving notification by notifying the other party of the new address in accordance with this section.

16. **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor strike; sabotage; fiber cut; terrorist act, material shortages or unavailability or other delay in delivery not resulting from the responsible party’s

failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or failures of suppliers of goods and services (“Force Majeure Event”).

17. **Independent Contractor.** Nothing contained in this Agreement shall be construed to create an employer-employee, joint venture, partnership, or principal-agent relationship between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever. Consultant’s performance of services for Client hereunder is as an independent contractor. Consultant shall be solely responsible for the payment of all taxes on compensation received under this Agreement.

18. **Waiver.** The failure of any party to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or otherwise limit such party’s right to subsequently enforce such provision.

19. **Section Captions.** Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent, intent or meaning of this Agreement or any provision hereof.

20. **Survival.** The provisions of this Agreement that their terms would be understood to survive the Term or termination, expiration or voiding of this Agreement or any provision hereof (including, without limitation, all provisions relating to limitations on liability, indemnity, governing law and venue, and the like) shall survive the Term.

21. **Non-Solicitation.** Client will not, directly or indirectly, personally or through others, solicit, induce or encourage, or cause to solicit, induce or encourage:

- (a) Any employees of the Consultant to terminate or modify their employment with Consultant and
- (b) Consultant’s customers for any business without the express written permission of the Consultant.

22. **Non-Compete.** - The Client agrees and covenants that for a period of five (5) years following the termination of this Agreement, whether such termination is voluntary or involuntary, Client will not directly or indirectly engage in any similar or same business competitive with Consultant. This covenant shall apply to the geographical area that includes the radius of 5 miles in all directions from Redondo Beach, CA. Directly engaging in any competitive business includes: (i) engaging in a business as owner, partner, officer, director, agent or employee, or (ii) soliciting any customer of Consultant for the benefit of self or/and third party that is engaged in such similar or same business, or (iii) not to solicit or encourage any other employee of Consultant to terminate employment to engage in a business which competes with Consultant. Client agrees that this non-compete provision will not adversely affect Client’s livelihood.

23. **Miscellaneous.** All parties hereto acknowledge that this Agreement is the result of substantial negotiation, compromise, and participation by and between the parties hereto. Each party acknowledges that it has had the opportunity to review this Agreement with the legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafting party. This Agreement may be executed in any number of counterparts or by facsimile or by e-mail as a .pdf, each of which shall be an original, and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

CONSULTANT

CLIENT:

MCKENNA ASSETS, LLC

By _____
Chris McKenna

By _____

Its Managing Member _____

Its _____