



## **GETTING STARTED SECRETARIAL SERVICES AGREEMENT**

**Y**our order, once submitted, constitutes a contractual offer and your acceptance of that offer and is deemed to be executed upon Consultant sending a confirmation email to you indicating that your order has been accepted.

In this Agreement, you, the contracting party, shall be referred to as the “**Client,**” and BusyGal Friday VA Services, will be the provider of secretarial services and referred to as “**Consultant**”.

Consultant has a substantial background in **Administrative Assistance aka Secretarial Services** and is willing to provide said services to Client based on this background.

Client desires to have these virtual services provided by Consultant. Therefore upon Client checking the Agreed to Terms and Conditions Box on the Order Form, the parties agree as follows:

### **GENERAL TERMS OF CONSULTANT AGREEMENT**

#### **1. Description of Services**

Client has purchased a monthly subscription to receive the VA service — **GETTING STARTED VIRTUAL SECRETARIAL PACKAGE** (hereinafter referred to as VA Services) which provides up to **20 hours per month for 3 consecutive months**.

Within 1 hour after Client purchases the service, Consultant will email Client and start the on-boarding process to provide VA Services as outlined on Consultant's website.

As part of this on-boarding process, Client will receive communication from Consultant at the email and phone number provided in the purchase form upon purchasing the Service and a welcome email will be sent that outlines how Consultant works. Client will be provided an opportunity to schedule a 30 minute Needs Assessment/Scope of Service Phone Call via being given access to Consultant's online scheduling calendar.

Based on the 30 minute phone call, we will send you within 24 hours an official Scope of Services document which will require your ratifying signature and authorization for Consultant to begin the work. It is within the Scope of Services document that all contact information will be provided to both parties.

As part of the GETTING STARTED VIRTUAL SECRETARIAL PACKAGE, Client will have access to Consultant Monday – Friday 9-5 CST as well as via email and phone support.

**Please note:** As our Consultant Secretarial VAs' expertise is **ONLY** in office administrative services, should Client want or need Website Design, Social Media or Social Video Marketing Services, these services fall outside of the realm of this agreement and cannot be fulfilled.

## **2. Payment**

In consideration of the foregoing services, the Consultant will be paid a **Monthly Service Subscription Fee** for the **3 MONTH GETTING STARTED VIRTUAL SECRETARIAL PACKAGE** in the amount of **\$700** each and every month for a period of no less than 3 consecutive months starting on the date of purchase payable every 30 days. Client agrees to be invoiced, billed and automatically charged for the monthly subscription fee every 30 days for the duration of these contracted services. The price includes the full monthly fee for up to 20 tasking hours per month.

The hourly rate is **\$37 per hour** and will be charged for every hour the VA works over the 20 hours per month. These hours will be billed and invoiced at the end of each month of the Consultant's service. Should Client need more hours than the contracted 20 hours per month or 5 hours per week booked under this plan, Client agrees to pay for additional hours at the rate of **\$37 per hour**.

Consultant will submit all invoices to Client at the end of each month of service on a monthly basis for hours billed above the 20 hours contracted for per month. Consultant will also provide a documented listing of hours worked each and every month for Client records.

If the Client wants to cease services at the end of the 3 month subscription period, Client must inform Consultant within **30 days** prior to the end of that period at the latest, 30 days before the 3 month anniversary date of initial purchase. If Client does not inform Consultant that he/she wants to terminate the working relationship, Client's subscription will continue monthly on a 30 day pay cycle and Client will be invoiced, billed and automatically charged the monthly fee for the 4th and subsequent months thereafter until Consultant is informed by the Client that Client wants services to cease. Notwithstanding clauses 5 and 9 of this agreement, if Client elects to terminate services after the 4th or subsequent months, Client must inform Consultant at least 30 business days before the cessation of services.

### **3. Reimbursement Expenses**

Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses if expenses are expressly authorized by Client (Copies of receipts will be provided to Client to substantiate reimbursement expenses):

- Postage
- Delivery/shipping fees (ex.: FedEx, UPS, etc.)
- Copying
- Printing & artwork
- Project-related long distance telephone calls (i.e. International calls)
- Other authorized expenses (ex.: diskettes, misc. office supplies purchased solely for Client)

### **4. Support Services**

At this time, no additional support staff is needed for the Client's projects. Should the need arise, the Client will be informed ahead of time that outsourcing or sub-contracting may be required. The Client and the Consultant will discuss options as the need arises.

### **5. Term/Termination**

This agreement shall be effective until either party terminates this agreement by providing 30 days written notice to the other party.

## **6. Relationship of Parties**

It is understood by the parties that Consultant is a Self Employed Independent Contractor with respect to Client, and not an Employee of Client. The Consultant is not authorized to contract on behalf of Client nor to represent oneself as Client's agent or spokesperson either during or after the term of their relationship, or to make public any information relating to activities of the Client without the prior consent of the Client.

## **7. Taxes**

Client will report all payments made to the Consultant to the Internal Revenue Service on an information return ("Form 1099-MISC"), or as otherwise provided by the Internal Revenue Code (the "Code"), and a copy of such information return will be furnished to the Consultant in accordance with the Code. Client will not withhold federal, state, local or social security taxes from the periodic payments, made to the Consultant; Consultant understands that it is responsible for all required tax payments for income received from the Client.

## **8. Benefits**

Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant.

## **9. Term and Termination**

This Agreement shall commence on the date of purchase and shall terminate upon the earliest to occur of (i) 3 months from anniversary date of purchase or (iii) upon 30 days written notice by either party. Notice shall be sent by certified mail, return receipt requested, and shall be deemed given if personally delivered. All notices shall be sent to the parties at the addresses written in the Scope of Work Agreement given at the start of Client and Consultant's working relationship.

## **10. Return of Materials**

All information obtained by the Consultant with respect to Client shall become the property of Client, and shall be returned to Client promptly upon the termination of this Agreement.

## **11. Non-Disclosure During Engagement**

The Consultant agrees to maintain the confidentiality of all information, data, and reports regarding Client as well as any communications produced in connection with the Services rendered by Consultant for a period of 3 years. This Paragraph and Paragraphs 12, 13, and 14 shall survive the termination of this Agreement.

Consultant recognizes that Client has and will have the following proprietary information:

- Products
- Costs
- Future plans
- Business affairs
- Prices
- Discounts
- Client database

And other information (collectively “Information”) which are valuable, special and unique assets of the Client. Consultant agrees not to, at any time or in any manner, either directly or indirectly, use any Information for Consultant’s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this article shall be a material violation of this Agreement.

## **12. Non-Disclosure After Termination**

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement for a term of three (3) years from the date of termination.

## **13. Non-Solicit/Non-Compete.**

For a period of 6 months following the effective date of expiration or termination of this Agreement, the Consultant will not directly or indirectly solicit business from Client’s customers or other consultants without Client’s advance written permission.

## **14. Indemnification.**

Client will indemnify and hold the Consultant harmless with respect to any claim or actions instituted by third parties which result from the use of all materials and copy supplied by Client and used by the Consultant, and/or promotion elements

which are furnished by Client to the Consultant and which allegedly violated the personal or property rights of anyone.

## **15. Employees**

Consultant's employees, if any, who perform services for Client under this Agreement, shall also be bound by the provisions of this Agreement.

## **16. Return of Records**

Upon termination of this Agreement, Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

## **17. Force Majeure**

Neither party will be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform her obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

1. notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
2. use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform his/her obligations under this agreement.

## **18. Training**

The Client understands and acknowledges that the Consultant possesses specialized skills, training and experience in providing virtual assistance, but that additional training or instruction may be required on the part of the Consultant in the event that the Client requests services or requires methods to be used that are new to the Consultant and/or in the event that the services are handled in such a way that is new to the Consultant. Such training or instruction must be agreed to in advance, and will be provided by the Client at the Client's expense.

## **19. Choice of Law**

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to the choice of law principles.

## **20. Modification of Terms**

The terms outlined above may be modified in particular instances provided that such modification is agreed to in writing by the parties and specifically denominated as a modification hereto.

## **21. Entirety of Agreement**

This document represents the entire agreement between Consultant and Client with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations, and discussions with respect thereto.