

## **Independent Subcontractor Services Agreement**

This independent subcontractor agreement (“Agreement”), effective 7/15/19 (“Effective Date”), is made between YOUR VIRTUAL ASSOCIATE, located at PO BOX 274, NORMAL, IL 61761, (“Contractor”) and Sharita Washington, located at 1103 Eagle Mountain Dr. Mesquite, Texas 75181, (“Subcontractor”). Contractor and Subcontractor may each be referred to as “Party” or collectively as “Parties.”

### **Background**

A. Contractor is a business engaged in the provision of virtual assistant services, including WordPress website updates, Drip updates, social media posting, proofreading, research, and writing, for Contractor’s clients and desires to subcontract a portion of those services related to all of the above.

B. Subcontractor is an independent contractor that desires to provide the services sought by Contractor in exchange for compensation.

C. Contractor and Subcontractor desire to enter into an agreement establishing an independent contractor relationship in which Subcontractor will provide the subcontracted services sought by Contractor.

Accordingly, the Parties agree as follows:

### **Terms of Service**

#### **1. Services**

1.1 Subcontractor shall perform the services described on Schedule 1 as an independent contractor for Contractor (the “Services”). Subcontractor is not an employee of Contractor.

1.2 Contractor shall provide to Subcontractor all information necessary for Subcontractor to perform and complete the Services. Contractor shall not control the manner or means by which Subcontractor performs the Services, including but not limited to the time and place Services are performed, unless there is a deadline which would be given at the time the project is given and in time for the deadline to be met.

1.2.1 In addition to the specific services, deliverables, and deadlines identified on Schedule 1, Subcontractor shall be generally available to provide Services and be contacted during business hours Monday through Friday 9:00am to 5:00pm CST, not including federal holidays.

1.2.2 Parties shall communicate primarily by email. The Parties may communicate by phone call or text messaging during business hours only unless a time outside of business hours is mutually agreed to by both parties in advance. Subcontractor may invoice Contractor for any phone calls with Contractor that exceed 10 minutes. To be added to your regular invoice.

1.2.3 The Services may be work for which Contractor was engaged by Contractor’s own client (“Contractor’s Client”). Regardless, Subcontractor shall provide all deliverables to Contractor.

Subcontractor shall not contact or communicate directly with Contractor's Client without prior written consent from Contractor.

1.3 Subcontractor shall furnish all Services based on the deadlines provided in Schedule 1 or otherwise agreed upon in writing. This includes a deadline that is given by the end client. Any failure to timely complete the Services is a breach of this Agreement.

1.3.1 If Subcontractor anticipates a delay in the delivery of Services to a subcontracted client, Subcontractor shall notify Contractor as soon as practical prior to the deliverable date to seek a reasonable extension, and Contractor may, in its discretion, grant the requested extension to release Subcontractor from the obligation to complete the Service.

1.3.2 If Subcontractor anticipates a delay in the delivery of Services to a Client who has been assigned to them, they will notify the Client and Contractor by email as soon as possible. If the Client cannot accept the delay, they will have the ability to ask the Contractor to step in to meet the deadline.

1.4 Subcontractor shall furnish, at Subcontractor's own expense, any equipment, software, supplies, or other materials used to perform the Services. Subcontractor may provide Contractor with access to the Subcontractor's own equipment, software, online accounts, supplies, or other materials at Subcontractor's discretion.

1.4.1 Contractor may provide Subcontractor access to Contractor's own equipment, software, online accounts, supplies, or other materials at Contractor's discretion. Contractor shall provide to Subcontractor any logins, passwords, access information, files, and other materials of Contractor necessary to perform the Services. Contractor shall also provide to Subcontractor any logins, passwords, access information, files, and other materials of Contractor's Client, but only upon first obtaining approval from Contractor's Client to share any such materials.

1.4.2 In the event Subcontractor requires specific equipment, software, supplies, or materials that cannot otherwise be obtained by Subcontractor, and such equipment, software, supplies, or materials are necessary to properly perform the Services, Subcontractor shall provide to Contractor a written request for such equipment, software, supplies, or materials and include an explanation of necessity. Contractor's failure to timely respond with the necessary equipment, software, supplies, or materials such that Subcontractor is unable to perform certain Services excuses Subcontractor from any duty to complete those services until a reasonable time after such equipment, software, supplies, or materials are provided.

1.5 Subcontractor shall not assign or delegate Services, or a subpart of Services, to a third party without the express written consent of Contractor.

1.5.1 Subcontracted Client work cannot be delegated to a third party.

1.5.2 Client work that has been assigned to the Subcontractor, in which case the Subcontractor has direct communication with the Client; it is OK for a third party assistant to be utilized, so long as both the Contractor and the Client are informed in writing (in the same email, cc the

Contractor). The Client is allowed to object and the Contractor can take the client back if that is how the Client wants to proceed.

## **2. Compensation**

2.1 Contractor shall compensate Subcontractor for Services as an independent contractor at an hourly rate of \$18 per hour, unless an alternative compensation structure is listed on Schedule 1 or below. Subcontractor shall not perform or invoice for Services in excess of NUMBER OF MAX\* hours per month unless additional hours are agreed upon by both Parties in writing. \*Max hours will be determined per customer and communicated to subcontractor in Schedule 1 and via the Client Portal.

2.1.1 Subcontractor will be reviewed for a rate increase after 3 months of service for a Client, and again in January, and every January thereafter.

2.1.2 Subcontractor has the right to refuse a proposed rate increase and to choose to cease work with that client.

2.2 Contractor will pay subcontractor \$25 per article with 800 words minimum. The minimum word count includes the provided headings. The articles will cover the client-provided list of companies and will follow the client's pre-defined format. The instructions and a list of companies will be found in the Client Portal.

2.2.1 Subcontractor will receive a review and rate increase after 15 articles have been submitted.

2.2.2 Subcontractor has the right to refuse a proposed rate increase and to choose to cease work with the client.

2.3 Because Subcontractor is not an employee of the Contractor, Contractor will not provide fringe benefits such as health insurance, sick time, paid vacation, or any other employee benefit.

## **3. Invoicing**

3.1 Subcontractor shall provide to Contractor an invoice including hours worked and detailing all Services performed each week on the following Monday, and no later than Wednesday.

3.2 For all Services compensated at a flat rate, Subcontractor shall provide to Contractor an invoice for the Services (articles), included with the hourly services.

3.3 Subcontractor shall email 1 invoice with both hours and flat rate (articles) to Contractor at [carrie@yourvirtualassociate.com](mailto:carrie@yourvirtualassociate.com).

3.4 In the event Subcontractor fails to timely invoice for any Services, Contractor may request in writing that the unsent invoice be issued within 5 days. Contractor is not obligated to pay for Services not billed within 5 days of such a written request.

## **4. Payments**

4.1 Contractor shall pay or dispute the amount of the Subcontractor's invoice within 5 business days of the invoice being sent by email.

4.2 Contractor shall make all payments to Subcontractor by PAYPAL using the following email address: [carrie\\_ann\\_francis@yahoo.com](mailto:carrie_ann_francis@yahoo.com).

## **5. Term**

5.1 This Agreement shall commence on the Effective Date and shall continue until terminated by either Party through written notice. Such notice will take effect immediately.

5.2 Upon termination, and upon written request from Contractor, Subcontractor shall return any physical items received from Contractor, deliver all electronic files and records to Contractor, and destroy any record of passwords, logins, or other confidential information provided by Contractor to Subcontractor. Likewise, upon Subcontractor's request, Contractor shall destroy any record of passwords, logins, or other confidential information provided by Subcontractor to Contractor.

5.3 Within 5 days of termination, Subcontractor shall invoice for any unbilled services performed up to the termination date ("Final Invoice"). Contractor shall pay or dispute the Final Invoice within 5 days of receipt. Contractor's obligation to pay for Services performed prior to Termination Date survive the termination of this Agreement.

## **6. Non-Disclosure and Non-Solicitation**

6.1 Subcontractor shall not knowingly solicit or attempt to solicit any employment or contracting work directly from Contractor's Clients except on behalf of Contractor itself for at least 2 years following termination of this Agreement. Because Contractor and Subcontractor are generally engaged in the provision of similar services, Subcontractor's communication with, or solicitation of work from, Contractor's Clients can financially harm Contractor and adversely affect Contractor's business relationship with Contractor's Clients. If Subcontractor violates this non-disclosure and non-solicitation section (Section 6), Contractor is entitled to injunctive relief, as well as all monetary damages permitted by law including the value of Contractor's lost work from Contractor's Clients.

6.2 Subcontractor shall not disclose to any person other than a representative of Contractor at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to Contractor or Contractor's Clients, including but not limited to logins, passwords, customer lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets. Confidential information does not include information that is generally available to the public other than through a breach of this Agreement or information that was communicated to Subcontractor through a third party and with no confidentiality obligations.

6.3 Subcontractor may have other clients, employers, or contractors to whom Subcontractor provides the same or similar services. Subcontractor shall not disclose or share information or deliverables related to the Services provided to Contractor with any other client, employer, or contractor without the prior written authorization of Contractor. However, Subcontractor retains control over, and

may use with other clients, employers, and contractors any preexisting methods, techniques, knowledge, software, licenses, or other tools used to perform the same or similar services as well as any documents, templates, images, or other deliverables that are not specific to Contractor or developed at Contractor's request.

## **7. Intellectual Property Rights**

7.1 Contractor shall be responsible for obtaining for Subcontractor a non-exclusive right to use any necessary intellectual property, including but not limited to trademarks, service marks, trade names, logos, symbols, and brand names of Contractor's Clients, for the limited purpose of Subcontractor performing Services pursuant to this Agreement, and for the sole use of such intellectual property in the Services Subcontractor performs for Contractor at Contractor's request. No other use of Contractor's or Contractor's Client's intellectual property is permitted without separate written agreement between Contractor and Subcontractor.

7.2 Any work product such as documents, templates, images, or other deliverables created by Subcontractor for Contractor as part of performing the Services shall be the exclusive property of the Subcontractor. Except for deliverables that are created for a Client; those will remain property of the Client, but Subcontractor may use for portfolio purposes.

7.2.1 Subcontractor shall not violate or infringe upon the intellectual property rights, including copyright and trademark rights, of a third party in the performance or completion of the Services. For example, Subcontractor shall not use stock photography or images with ownership or a transferable commercial right to such photos or images.

7.2.2 Subcontractor shall hold harmless, defend, and indemnify Contractor and Contractor's Clients from and against liability, claims, damages, and costs, including reasonable attorney's fees, resulting from or arising out of Subcontractor's improper use of or infringement upon a third-party's intellectual property. Contractor shall hold harmless, defend, and indemnify Subcontractor from and against liability, claims, damages, and costs, including reasonable attorney's fees, resulting from use of Contractor-provided photos, images, or intellectual property such as trademarked logos and copyrights.

## **8. Written Notice**

8.1 Parties shall provide written notices, requests, authorizations, or confirmations, as required by various sections of this agreement, through the following means:

8.1.1 Notice to Subcontractor shall be emailed to [catnamedcasey@gmail.com](mailto:catnamedcasey@gmail.com)

8.1.2 Notice to Contractor shall be emailed to [carrie@yourvirtualassociate.com](mailto:carrie@yourvirtualassociate.com).

8.1.3 Notice is deemed to have been given upon the sending of the email.

## **9. General Legal Provisions**

9.1 Either Party may enforce this Agreement in a state court venue within the state of ILLINOIS. The laws of STATE shall govern.

9.2 This Agreement, together with any documents incorporated by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior and contemporaneous understandings between the Parties with respect to all matters contained herein.

9.3 This Agreement may be amended only by a written document signed either physically or electronically by both Parties.

9.4 If any portion of this Agreement is deemed invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall be severed from, and not affect any other term or provision of, this Agreement.

9.5 This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute a single instrument.

To evidence the Parties' acceptance of this Agreement, they have executed it as of the dates set forth below.

YOUR VIRTUAL ASSOCIATE

By: Carrie Serres  
CARRIE SERRES

Title: Company Owner

Dated: 07/08/2019

SHARITA WASHINGTON

By: Sharita Washington  
SHARITA WASHINGTON

Title: Virtual Assistant

Dated: 07 / 07 / 2019

## **Independent Subcontractor Services Agreement**

### **Schedule 1 –Services**

In accordance with Section 1.1 of this Agreement, Subcontractor shall perform the following services:

1. Sub-Contractor will submit a weekly report on Monday's for the work that was completed in the previous week (the week runs Monday through Sunday). The report should be in a Google Doc format, shared with the Contractor. A link to the Google Doc should be emailed to [carrie@yourvirtualassociate.com](mailto:carrie@yourvirtualassociate.com). It should include, separately for each client:
  - a. Client name
  - b. Outline of what was worked on
  - c. Total number of hours worked for that client
  - d. Projection of what will be worked on that week, including anything that is DUE the current week and when it is due
2. Client: "Full Time Job From Home" research and articles:
  - a. Sub-Contractor will select a company to review from a list in the Client Portal (instructions will be included in the Client Portal)
  - b. The Client provides the list and only articles from the list will be accepted.
  - c. If we run out of articles, Sub-Contractor will wait until new companies are added.
  - d. The articles will not contain any string of words that are currently found on another website. The articles need to be in your own words and not plagiarized.
  - e. Sub-Contractor will submit articles immediately upon completion via the shared Google Drive folder.
  - f. Sub-Contractor will mark the article as complete in the Client Portal.
  - g. In the weekly update/invoice, Sub-Contractor will include the article name (the company being reviewed) in a list format.
  - h. Pay rate is \$25 per article of 800 words minimum.
  - i. This will cease immediately if the Client does not agree to the use of a subcontractor. You will be paid for anything that has been submitted to Contractor.
  - j. Sub-Contractor can submit up to 3 articles per week.
  - k. Pay review will take place after 15 articles have been submitted.
3. Contractor will market for work for Sub-contractor in the areas of:
  - a. Project Management
  - b. Business
  - c. Digital Marketing
  - d. Customer Service
  - e. Book Writing
  - f. Research and Writing
  - g. Podcast and Webinar
4. When new clients are obtained for Sub-Contractor, client will be added to the schedule (Schedule 1) for each client which will include:



- a. The services to be performed
- b. The max number of hours per week
- c. The pay rate for that client

The services to be provided by Subcontractor expressly exclude the following:

- A. Sub-Contractor will not be asked to do anything illegal.
  - a. If Subcontractor believes they've been asked to do something illegal or unethical, the Subcontractor will contact the Contractor immediately.
  - b. Subcontractor has the right to refuse service to any client for any reason.

TITLE	Contract- I've signed. Your'e turn.
FILE NAME	Copy of Sub-contr...harita Washington
DOCUMENT ID	3ed6c8b9dfa6ba4dc1a05d3cf27340f9a2d118ca
STATUS	● Completed

## Document History



SENT

**07/08/2019**  
01:04:27 UTC

Sent for signature to Sharita Washington (catnamedcasey@gmail.com) and Carrie Serres (carrieserres@gmail.com) from catnamedcasey@gmail.com  
IP: 104.183.18.43



VIEWED

**07/08/2019**  
01:07:02 UTC

Viewed by Sharita Washington (catnamedcasey@gmail.com)  
IP: 104.183.18.43



SIGNED

**07/08/2019**  
01:07:23 UTC

Signed by Sharita Washington (catnamedcasey@gmail.com)  
IP: 104.183.18.43



VIEWED

**07/08/2019**  
01:14:42 UTC

Viewed by Carrie Serres (carrieserres@gmail.com)  
IP: 73.73.152.214



SIGNED

**07/08/2019**  
01:17:19 UTC

Signed by Carrie Serres (carrieserres@gmail.com)  
IP: 73.73.152.214



COMPLETED

**07/08/2019**  
01:17:19 UTC

The document has been completed.