Virtual Assistance Retainer Agreement

By signing this Agreement,_____ ("Client") has retained Natalie J Williams, d/b/a **JaxVA**, ("Service Provider") to proceed with requested services, and agrees to the terms and conditions as set forth in this Agreement:

1. SERVICES. Client has retained Service Provider to perform:
   Virtual Assistant Services, include the following: web design, programming, web design, graphic design, wordpress websites, data processing, spreadsheet work and any other services provided by Service Provider as detailed on http://www.JaxVA.com

2. PAYMENT. Client agrees to commit to:
   Virtual Assistant Plan: # Hours _____ @ $_____ per hour. Total Retainer: $_____
   Retainer fee in full must accompany signed contract:

3. RETAINERS. Retainers provide ongoing support at a discounted rate up to the number of hours set forth in this Agreement. Retainer fees are required in full in advance of services; Services rendered beyond the retained number of hours will be billed at the full hourly rate of $25.00 per hour, with payment due upon receipt. Hours are billed to the minute. Payments rendered are considered fully earned and non-refundable. We are happy to discuss your plans and goals ahead of time to help you decide how many hours you will need. Additionally, we will notify you when you retained hours have reached below two (2) remaining hours so you can decide if you would like to purchase additional hours at the discounted hourly rate.

4. CANCELLATION OF SERVICES AND REFUNDS: If client decides services are no longer wanted, any retainer held by Service Provider is surrendered and non-refundable. If Service Provider elects to terminate relationship with Client for any reason, any and all retainer monies will be returned to the Client in full.

5. INVOICES
   Service Provider will issue an Invoice/Receipt detailing how hours were spent. Invoice/Receipts shall be emailed to Clients every Monday morning for the work performed the previous week.

6. CLIENT RESPONSIBILITIES. Client understands that Service Provider is not an employee, and that this will be a collaborative, professional relationship of equals, as in a partnership, where mutual professional respect, courtesy and consideration are expected. Due to the virtual nature of the partnership, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from Service Provider in a timely manner. Client understands that Service Provider is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunication on the part of Client will not constitute an emergency for Service Provider. Client understands that Service Provider may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality work.

7. AUTHORIZED REPRESENTATIVES. Client shall provide a list of representatives who are allowed to make work requests of the Service Provider and said work shall be billed to the Client. Any persons making requests to Service Provider must be on this authorized list in order for work to be performed.

Authorized Representatives

Name	Email	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

Initials _____

8. OFFICE HOURS & COMMUNICATION. Although work is performed by the Service Provider at all hours of the day and night, official office hours are Monday through Thursday, 10:00 am to 5:00 pm. **Email is to be the primary form of communication between Client and Service Provider.** Service Provider is available for occasional phone calls during office hours only. Occasional calls of only a few minutes in duration are not typically billed to Client. However, the time of both parties must be respected, and calls lasting over 10 minutes will be billed to Client. Telephone meetings must be prescheduled. Cancellation requires a minimum of 24 hours advance notice. Missed meetings or cancellations without sufficient notice will be billed to Client.

9. EMAIL COMMUNICATION: Client will be billed for Service Providers' time spent answering email comments and questions. Typically, if there is a quick reply, Client will NOT be billed.

10. PROJECTS COMPLETION. Basic office support receives 24-48 hour attention. Each new or special project requires a minimum of three (3) days lead time. Client will provide sufficient notice and allow for reasonable timeframes for project completions. Rush projects of 24 hours or less and projects requiring weekend or holiday work may be subject to a 25% surcharge and/or other rush fees. Service Provider reserves the right to refuse any project or service request.

11. MATERIALS & INFORMATION. Client will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for Service Provider to perform or complete the contracted services or project.

12. EXPENSES. Expenses incurred on behalf of Client are not included in any fees and will be billed to Client. Reimbursable expenses may include, but are not limited to, office supplies (e.g., file folders, envelopes, CDs, diskettes, etc.), mileage, payments made to vendors, and shipping and handling costs.

13. FRINGE BENEFITS: Service Provider understands that neither Service Provider nor Service Provider's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or any other fringe benefit plan of Client.

14. TAXES: Service Provider understands they are solely responsible for all income tax payments on payments received from Client for services performed.

15. DELIVERY. Completed projects are delivered via online download in secure client portal. If required, materials may be mailed and Client is responsible and will be billed for all shipping and handling costs.

16. ACCURACY. Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. Service Provider is not responsible for errors or omissions.

17. PAYMENT OPTIONS. Service Provider accepts checks, credit cards and PayPal. All additional payments for amount over the retainer hours or for expenses are invoiced separately.

18. NSF FEES. There is a $20 NSF (non-sufficient funds) fee for declined credit card payments.

19. LATE PAYMENTS. Payments not received by due date will result in work cessation. Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid.

20. LIEN. All materials or property belonging to Client, as well as work performed, may be retained as security until all just claims against Client are satisfied.

Initials _____

21. PROPERTY. All billings (including invoices, statements and estimates), reports and time accountings are provided as a convenience to Client at the discretion of Service Provider and remain the property of Service Provider. Periodic audits may reveal previous billing discrepancies or errors, and Service Provider is entitled to void or recall incorrect invoices and statements and bill for any monies due on account.

22. ACCURACY OF INFORMATION. Client agrees that the accuracy of information supplied to Service Provider is the sole responsibility of Client, and that Service Provider is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client.

23. INDEMNIFICATION/RELEASE OF LIABILITY. Client shall indemnify, defend and save Service Provider harmless from any and all suits, costs, damages or proceedings, including, but not limited to, Service Provider's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Service Provider including, but not limited to, all attorneys' fees, costs and expenses incurred should Service Provider be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless Service Provider and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify Service Provider is not limited to any acts or omissions, statements or representations made by Service Provider in the performance and/or nonperformance of Service Provider's duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against Service Provider. All reasonable precautions will be taken to safeguard the property entrusted to Service Provider. In the absence of negligence, however, Service Provider will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, nor for unauthorized use by others of such property. Service Provider will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. Service Provider will not be held liable for typographical omissions or errors.

24. TERMINATION. Retainers may be terminated by either party for any reason within 20 (twenty) days advance written notice of intent to cancel.

25. EXPIRATION & MODIFICATION. This Agreement shall remain in effect until such time as one or the other Party provides written notice of cancellation. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.

The terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties. By signing this Retainer Agreement, I indicate that I understand, agree to and accept the terms and conditions as contained herein, dated this _____ day of _____ 20____.

CLIENT

_____

Authorized Signature (Client)

_____

Printed Name

_____

Business/Company Name

SERVICE PROVIDER

Natalie J. Williams

Natalie J Williams, Virtual Assistant
JaxVA
2050 Knottingham Trace Lane
Jacksonville, Florida 32246
Tel. (904) 321-9059
Email: nat@jaxva.com
www.JaxVA.com

Retainer Payment Agreement

By signing this Agreement, Client agrees to the Retainer Fees outlined below and further agrees that the Retainer Fee will be charged to their credit card each month on the day indicated

Retainer Hours: _____ Rate: $_____ Total: $_____

Initials _____

CARDHOLDER INFORMATION

Client Name/Business Name	
Street Address	
City	
State	
Zip	
Email	
Telephone	

CREDIT CARD INFORMATION

Name on Card	
Credit Card Number	
Expiration Month	
Expiration Year	
Security Code	
Zip Code of billing address	

_____ _____

Cardholder's Signature **Date**

SERVICE PROVIDER

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Natalie J. Williams