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### **Virtual Assistant Agreement**

This Virtual Assistant Agreement (hereinafter "Agreement"), is made effective as of \_\_\_\_\_, by and between the following parties:

\_\_\_\_\_, hereinafter referred to as "Assistant," having an address as follows:

\_\_\_\_\_  
Email: \_\_\_\_\_

and \_\_\_\_\_, hereinafter referred to as "Client," having an address at

\_\_\_\_\_  
Email: \_\_\_\_\_

### ***RECITALS:***

*WHEREAS, Client is desirous of virtual assisting services; as discussed more fully below;*

*WHEREAS, Assistant is skilled and capable in the services Client needs and would like to assist;*

*NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the Parties do hereby agree as follows:*

### **Article 1 - SCOPE:**

This Agreement sets forth the terms and conditions whereby Assistant agrees to produce certain Services (as described below) to the Client. Assistant will be engaged for the limited purpose of providing these Services to the Client.

## **Article 2 - NO EMPLOYMENT:**

Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Client may allow Assistant to act as an authorized legal representative in certain circumstances under the terms of this Agreement, but such circumstances will be agreed to by both Parties in writing beforehand.

## **Article 3 - DESCRIPTION OF SERVICES:**

The Client hereby engages the Assistant, and the Assistant accepts such engagement to provide the following Services for the Client (hereinafter, the "Services"):

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Client and Assistant may agree in a separate, written document to expand the scope of Services to include additional tasks. Such written document may be informal, such as an email.

## **Article 4 - WARRANTIES:**

Assistant represents and warrants that Assistant has the knowledge, skills, and experience necessary to provide the Services. Assistant agrees that during the term of this Agreement, Assistant will agree to provide the Services at the request of the Client.

## **Article 5 - NONEXCLUSIVITY:**

Assistant may be engaged or employed in any other business, trade, profession, or other activity which does not place Assistant in a conflict of interest with the Client, provided, that, during the term, Assistant shall not be engaged in any business activities that explicitly compete with the business of the Client without the Client's prior written

consent.

#### **Article 6 - AVAILABILITY:**

Client will generally not control the time and manner of work that Assistant undertakes. However, Assistant agrees to be available during the following time blocks to perform work for Client:

\_\_\_\_\_

#### **Article 7 - HOLIDAYS:**

Assistant will be unavailable on the following holidays:

\_\_\_\_\_

#### **Article 8 - FEES AND EXPENSES:**

Client will be billed through an invoicing system hourly, with invoices to be sent weekly.

The hourly rate for Assistant will be as follows: \$2 (two US dollars).

Assistant may only spend the following maximum amount of hours on Client's Services per week: 2.

Payment will be made within the following amount of time after receipt of the invoice: \_\_\_\_\_. For past due invoices, a late fee of the following will apply:

\_\_\_\_\_

The Services will begin at the execution of this Agreement as well as when Assistant receives the following retainer: \$2 (two US dollars). Billing will be assessed against the retainer until it has been used up.

The Client agrees to reimburse pre-approved expenses and costs as indicated on invoices. Such expenses and costs shall be accompanied by receipts and reasonable supporting documentation.

#### **Article 9 - TAXES:**

Assistant herein acknowledges that they will receive an IRS Form 1099-MISC from the Client and that Assistant shall be solely responsible for all of their federal, state, and local taxes.

#### **Article 10 - RESPONSE TIME:**

Assistant agrees to respond to the client no later than the following amount of time after being reached out to for communication: \_\_\_\_\_.

In the event of an emergency or other similar conflict, Assistant will give the Client as much notice as possible if there is the possibility of interruption to the Services, whether that interruption is temporary or long-term.

#### **Article 11 - DELIVERABLES AND MILESTONES:**

All Services are to be completed and wrapped up by \_\_\_\_\_.

Assistant agrees to the following milestones:

\_\_\_\_\_

#### **Article 12 - TERMINATION:**

The Parties may terminate this Agreement prior to the specified end date by giving notice in writing. Notice shall be given at least the following amount of time before termination: \_\_\_\_\_.

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party.

This agreement will also immediately terminate upon the death of the Assistant or Client, the inability of the Assistant to perform the Services because of a sudden and medically-documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client in any manner, or the filing of any petition by or against the Client or Assistant under federal or state bankruptcy or insolvency laws.

Upon termination, all fees and reimbursements shall be paid and provided to the Assistant as they have accrued up to the date of termination.

Upon expiration or termination of this agreement, or at any other time upon the Client's written request, Assistant shall promptly after such expiration or termination:

- Deliver to the Client all deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Assistant's use by the Client;
- Deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Client's confidential or proprietary information, as discussed further elsewhere in this Agreement;
- Permanently erase all of the confidential or proprietary information from any of the Assistant's computer systems; and
- Certify in writing to the Client that Assistant has complied with the requirements of this clause.

### **Article 13 - CONFIDENTIAL OR PROPRIETARY INFORMATION:**

Assistant hereby acknowledges and agrees that Assistant may receive confidential and/or proprietary information relating to Client's business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to Client's business and it has been developed or obtained over time, with significant resources involved. Assistant understands and agrees that any unintended disclosure of any of the confidential and/or proprietary information would be significantly detrimental to Client. As such, Assistant agrees that they shall:

I) Not disclose the confidential and/or proprietary information by any means not authorized by the Client to any third parties;

II) Not copy or duplicate the confidential and/or proprietary information unless specifically directed to do so by the Client;

III) Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement;

IV) Not use the confidential and/or proprietary information for any purpose except those expressly authorized by the Client;

V) Inform Client immediately if Assistant becomes aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

#### **Article 14 - INTELLECTUAL PROPERTY:**

Assistant agrees that all inventions, trade secrets, confidential and/or proprietary information, and work-product conceived, created or developed by Assistant which are a related to the Client's actual business or research and development, or b developed, made, or discovered by Assistant in the course of the performance of Assistant's duties for the Client. Assistant hereby assigns to the Client the entire right, title, and interest in and to any works created under this Agreement and in and to all proprietary rights therein or based thereon including without limitation any and all copyrights, patents, trademarks, or other intellectual property rights relating to all work.

Without limiting the foregoing, Assistant agrees that all work which is protectable by copyright and may constitute "works-made-for-hire" pursuant to the United States Copyright Act of 1976, (17 U.S.C. Section 101) shall be deemed to be works-made-for-hire for the Client.

#### **Article 15 - PORTFOLIO USE:**

Notwithstanding the foregoing, Assistant shall be permitted to use all produced items of work in Assistant's professional portfolio, after such items have been made public by the Client. Nothing contained herein shall limit Assistant's such right.

#### **Article 16 - INDEMNIFICATION:**

Assistant and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

#### **Article 17 - SURVIVAL:**

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

#### **Article 18 - DISPUTE RESOLUTION:**

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

#### **Article 19 - GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder: \_\_\_\_\_.

#### **Article 20 - BENEFIT:**

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

#### **Article 21 - COUNTERPARTS:**

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

#### **Article 22 -**

#### **Article 23 - FORCE MAJEURE:**

Assistant is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

**Article 24 - HEADINGS:**

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

**Article 25 - ENTIRE AGREEMENT; MODIFICATION:**

The agreement embodies the entire agreement between the Client and Assistant relating to the subject matter hereof. This Agreement may be changed, modified, or discharged only if agreed to in writing by both parties.

*IN WITNESS WHEREOF, the Parties execute this Agreement as follows:*

**Client:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Assistant:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_