



**Emerald Spirit Virtual Assistant
Annette Aiwohi**

Seattle, WA 98148
(206) 878-9045
Annette@EmeraldSpiritVA.com

SERVICES AGREEMENT

Client:

Dated:

1. Authorization

The above named client is engaging Annette Aiwohi as an independent contractor for the specific purpose of performing administrative tasks as outlined in 'Scope'. Hereafter, the client will be known as the "Client" and Annette Aiwohi will be known as the "Contractor."

2. Scope

Contractor will provide Client administrative services as detailed below:

(This area will detail the type of work and any time frames necessary.)

All time spent with Client by email, phone, or in person is billable time. If an in-person meeting is needed, travel time to and from Client will also be billed. A 15-minute minimum charge will apply to email or phone consultation.

3. Financial Obligations

The Contractor will be paid at the discounted retainer rate of **\$32 per hour for a minimum of ten (10) hours per month** for work performed in accordance with this agreement. The Contractor will submit an itemized statement setting forth the time spent and services rendered. Hours are billed in 15-minute increments. Client will pay the Contractor the amounts due as indicated by statements submitted by the Contractor within ten (10) days of receipt. Checks will be payable to Annette Aiwohi.

- Retainer fees are prepaid monthly and due the 1st of each month.
- Retainer fees are nonrefundable.
- Unused hours will not roll over.

4. Work Flow

Contractor will keep a log detailing the type of work done and the hours worked. For Clients with a Retainer Agreement, the log will ensure that the time allotted is not exceeded.

5. Confidentiality

During the term of this Agreement, Contractor shall act exclusively in the best interest of Client. Contractor acknowledges that it may have access to information which is non-public, confidential and proprietary in nature. Such confidential information may include, but is not limited to trade secrets, business plans,



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copyrights, logos, trademarks, financial and operational information and membership lists. Contractor expressly agrees not to use or disclose such information in any manner or for any purpose at any time during or after the effective term of this Agreement, except as required by law or as required during the course of Contractor's work for Client, unless authorized in writing by Client. Upon expiration or termination of this Agreement, Contractor shall return any such information to Client. Likewise, the Client agrees that it will not convey any confidential information obtained about the Contractor to another party.

6. Termination

This Agreement may be terminated by Client, with or without cause, upon written notice to Contractor. In the event that this agreement is canceled at the request of the Client, the Contractor shall have the right to retain any prepaid monies.

7. Independent Contractor

Contractor is an independent contractor, to whom Client shall have no obligation as an employer. Client will not pay or withhold, and Contractor will hold Client harmless from costs for employee benefits, employee taxes, insurance, and other costs typically arising from an employee-employer relationship. Contractor shall pay its own expenses, including but not limited to all salaries and commissions to Contractor's employees, occupational taxes in the form of licenses to engage in or to conduct business, and all taxes including, but not limited to taxes that may be assessed on the personal property and equipment of Contractor's used in the conduct of Contractor's business. Any costs or expenses incurred by Contractor in the performance of its duties, and all such costs and expenses shall be borne by Contractor. Neither party is authorized by the other under this Agreement to act on behalf of or in the name of the other party or any of their affiliates or subsidiaries. Neither party shall have the authority to bind the other in contract, debt or otherwise.

8. Arbitration

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon Arbitrator suitor pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Contractor.

9. Entire Understanding

This contract and any Appendices attached thereto constitute the sole agreement between the Contractor and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Contractor.

Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement shall be governed and construed in accordance with the laws of the State of Washington.

On behalf of the Client _____ Date _____

On behalf of the Contractor _____ Date _____

Annette Aiwohi

Thank you for choosing Annette Aiwohi, Emerald Spirit VA!