

VIRTUAL ASSISTANT AGREEMENT

This is a Virtual Assistant Agreement (“Agreement”) dated as of [DATE], (the “Effective Date”) by and between [NAME] (“Service Provider”) and [BUSINESS NAME], a [STATE] [PROPER BUSINESS ENTITY STRUCTURE, EXAMPLE: LIMITED LIABILITY COMPANY] (“Company”), each a “Party” and together the “Parties”.

SERVICES TO BE PERFORMED

Service Provider agrees to perform the following services:

- [DESCRIBE SERVICES]

TIMELINE (THIS CAN BE DELETED IF THERE IS NO SPECIFIC TIMELINE)

Service Provider will abide by the following timeline:

-

PAYMENT

In consideration for the services to be performed by Service Provider, Company agrees to pay Service Provider at the following rates: [DESCRIBE RATE OF PAYMENT, I.E., HOURLY OR PER PROJECT]

Service Provider shall be paid within [##] days after Service Provider submits an invoice to Company. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

EXPENSES

Service Provider shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Service Provider hires to complete the work under this Agreement.

OR

Company shall reimburse Service Provider for the following expenses that are attributable directly to work performed under this Agreement: _____.

Service Provider shall submit an itemized statement of Service Provider's expenses. Company shall pay Service Provider within 30 days after receipt of each statement.

VEHICLES AND EQUIPMENT

Service Provider will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Company will not require Service Provider to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

RELATIONSHIP

1. **Independent Contractor Status:** Company understands and agrees that in performance of this Agreement, it is acting as an independent contractor and is not, and will not hold itself out to be, an agent or employee of Company by virtue of this Agreement. Service Provider will perform the requested Services and Deliverables under the general direction of Company, but will determine, in its reasonable discretion, the manner and means by which the Services and Deliverables, are accomplished subject to the requirement that Company shall at all times comply with applicable law and meet accepted professional and industry standards, as well as the quality, specifications and format of delivery provided for herein.
2. **Employment Taxes and Benefits:** As an independent contractor, Service Provider is responsible for and agrees to file all tax returns required by law and assumes sole liability for all self-employment and income taxes due on income earned pursuant to this Agreement. Company will not treat Service Provider as an employee, with respect to performance of this Agreement, for federal, state or local tax purposes or otherwise. Company will not be responsible for payment of workers' compensation insurance, unemployment compensation or disability insurance, or for withholding or paying employment-related taxes based on the Services and Deliverables. Service Provider acknowledges that it is not entitled to any rights or benefits (including vacation and insurance) to which Company's employees may be entitled.
3. **Workers' Compensation Coverage:** Company understands and acknowledges upon signing this Agreement that Company will NOT supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status.

INSURANCE

Company shall not provide insurance coverage of any kind for Service Provider or Service Provider's employees or contract personnel. Service Provider shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[CHECK ALL THAT APPLY]

☐ Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Service Provider's employees), leased, or hired vehicles -- in the minimum amount of \$_____ combined single limit per occurrence for bodily injury and property damage.

☐ Comprehensive or commercial general liability insurance coverage in the minimum amount of \$_____ combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Service Provider shall provide Company with proof of this insurance and with proof that Company has been made an additional insured under the policies.

INDEMNIFICATION

Service Provider agrees to indemnify and hold and defend Company harmless from and against any losses, liabilities, claims, suits and costs and expenses (including without limitation reasonable attorneys' fees and court costs) incident thereto which Company may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person and/or the

damage or destruction to any tangible property, or on account of any violation or alleged violation of government laws, regulations or orders caused by or arising out of, Service Provider's breach of any term contained in this Agreement, or any negligent or willful act of Service Provider, its employees, or agents in the performance of its duties under the provisions of this Agreement.

TERM OF AGREEMENT

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Service Provider completes the services required by this Agreement
- _____ **DATE**, or
- the date a party terminates the Agreement as provided below.

TERMINATING THE AGREEMENT

With reasonable cause, either Company or Service Provider may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving ____ days' written notice to the other party of the intent to terminate.

INTELLECTUAL PROPERTY

Service Provider agrees that any inventions, materials and proceeds created by Service Provider in connection with this Agreement will be the property of Company. All works of authorship prepared by Company under this Agreement will be "works made for hire" for Company, and Company will be deemed the sole author thereof, automatically upon their creation as contemplated by Sections 101 and 102 of the United States Copyright Act of 1976, as amended. In the event that any such work is not a work made for hire, Service Provider hereby irrevocably transfers and assigns to Company in perpetuity throughout the world and in every manner now known or hereafter devised any and all rights, title and interests, including copyright and other proprietary rights, effective automatically as of the creation thereof. In addition, Service Provider hereby irrevocably transfers and assigns to Company in perpetuity throughout the world any and all rights, title and interests including patent rights, trade secrets, trademarks and other proprietary rights, in and to all inventions, materials and proceeds created by Service Provider in connection with or arising out of this Agreement, effective automatically as of the creation thereof.

EXCLUSIVE AGREEMENT

This Agreement, together with subsequent Scopes attached hereto, constitutes the entire agreement between the Parties relating to the Services and supersedes any and all prior and contemporaneous oral or written understandings between the Parties relating to the Services.

MODIFYING THE AGREEMENT

This Agreement may be modified only by a writing signed by both parties.

RESOLVING DISPUTES

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in [SERVICE PROVIDER COUNTY AND STATE]. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in [SERVICE PROVIDER COUNTY AND STATE]. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

NON-SOLICITATION

During the term of this Agreement and for a period of twelve (12) months after the earlier of its termination, expiration or the completion of the Scope thereunder, the parties agree that they will not directly or indirectly solicit for hire any employee of the other party that worked under such Scope without the express written consent of the other party, provided that compliance with this provision shall not require any party to violate applicable law.

Service Provider agrees to not solicit, seek out, or otherwise contact for the purpose of obtaining as a client, the client of Company to which Service Provider is performing services for.

Both Parties agree that, if this provision were breached, the other party would incur damages that would be difficult to calculate. Therefore, in the event that any such solicitation in violation of this provision, the breaching party shall pay to the other party, as liquidated damages based on the reasonable current estimate of the parties and not as a penalty, a sum equal to fifty percent (50%) of the total annual base compensation paid to the affected individual(s) by the breaching party. Notwithstanding the foregoing restrictions in this provision, a party's general solicitation of employees (through, for example, advertisements in newspapers, magazines, trade journals or on the internet) will not be a violation of this provision nor will a party's hiring of personnel of the other party who corresponds to such a general solicitation be a violation of this provision.

CONFIDENTIALITY

1. Both Parties acknowledge that it and its employees, agents or representatives may, in the course of the performance of this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party or its affiliated companies or their clients. Any and all information of any form related to the business of one Party obtained by the other Party or its employees, agents or representatives in the performance of this Agreement, including any business transaction(s) either Party may contemplate or complete, will be deemed to be confidential and proprietary information ("Confidential Information"). Confidential Information will not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by either Party; (ii) The Party can demonstrate it was rightfully in the Party's possession at the time of disclosure, without an obligation of confidentiality.

2. Both Parties agree to hold such Confidential Information in strict confidence and not to duplicate or disclose such Confidential Information to third parties, other than what is reasonable and necessary to perform an executed Scope or to use such Confidential Information for any purposes whatsoever other than the provision of services under this Agreement, and to advise each of its employees, agents and representatives of their obligations to keep such Confidential Information confidential. It is agreed and understood that in the event of a breach of this provision, damages may not be an adequate remedy, and either Party will be entitled to injunctive relief to restrain any such breach, threatened or actual.

NOTICES

All notices required or permitted to be given hereunder will be in writing and forwarded to the following physical address and email addresses:

1. Service Provider: [INSERT ADDRESS AND EMAIL]
2. Company: [INSERT ADDRESS AND EMAIL]

ASSIGNMENT AND DELEGATION

Service Provider may not assign or subcontract any rights or delegate any of its duties under this Agreement without Company's prior written approval.

APPLICABLE LAW

This Agreement will be governed by [BUSINESS STATE] law, without giving effect to conflict of laws principles.

Signatures

Company :

Printed Name

Signature

Date

Service

Provider:

Printed Name

Signature

Date

Taxpayer ID Number