

Agreement

This agreement is made effective as of [date].

By and between:

[client],

and

Melissa French

In this agreement, the party who is contracting to receive services shall be referred to as “Client,” and the party who will be providing the services shall be referred to as “Consultant.” Therefore, the parties agree:

Description of Services:

Beginning on [date], the Consultant will provide Business Services to the Client. Business services are defined as but not limited to:

[services]

It is understood that this work can evolve over time as new services are provided to the Client.

Payment:

The Consultant will provide Services to the Client at an hourly rate of \$45 for the [package] and a [] min Minimum Billing Increment. The payment must be made monthly to the Consultant in the form of PayPal payment, money order or check.

Payment of deposit is due before work will commence. There are no refunds given for work completed and billed for.

In the event that the Client has an outstanding invoice, the charges shall accrue as follows: 30 days past due \$20 late fee applies to the balance. The Consultant will cease all services and this agreement will be placed “on hold” until the Client has paid the total amount owed plus all applicable interest fees (2% of the balance).

Refund Policy:

We always do our best to make our customers into satisfied customers! If you are unsatisfied with any work we’ve performed, we will gladly issue a refund of the unused portion of any retainer package that you have purchased from Melissa French.5There are no refunds given for work/hours that has been completed. Retainer packages can be refunded in full within 48 hours of purchase if no work has been performed and a written request is received. After 48 hours you waive your refund options and no refund will be provided on the retainer package.

Office Hours & Communications:

Office hours are 8-5 Monday through Friday. Service Provider is located in EST (Eastern Time Zone). Email is to be the primary form of communication between Client and Service Provider. Service Provider is available for phone or pre-planned Skype calls during office hours. 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 such sufficient notice will be billed to Client for the total hours that were planned to be used up to \$45.

Relationship of Parties:

It is understood by both parties that the Consultant is an Independent Contractor and is not an Employee of the Client. The Client will not provide benefits, including health insurance, paid vacation or any other Employee benefit for the Consultant. The Consultant is also responsible for her own taxes and other withholdings from her payments.

Entire Agreement:

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

Amendment:

This Agreement may be amended if the amendment is made in writing and is signed by both parties. All notices shall be deemed delivered when delivered in person, or deposited in the mail to the intended party's current mailing address.

Severability:

If any provision of this Agreement shall be held to be invalid for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Waiver of Contractual Right:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision.

