
VIRTUAL ASSISTANT CONTRACT

This work for Hire Agreement (“Agreement”) is made **Month, day, Year**, between PA-Dee Services and **[You or Your Company]**.

In this Agreement, the party who is contracting to receive the services shall be referred to as the “Client” and the party who will be providing the services shall be referred to as the “PA-Dee”.

1. **DESCRIPTON OF SERVICES.** Beginning on **«Start_Date»**, PA-Dee will provide the following services (collectively, the “Services”):

- «Services»**

Note: Any specific requests, such as a daily progress report email, will be added it here.

2. **SERVICE LOCATION.** The Service to be provided under this Agreement shall be performed at PA-Dee’s place of business (Home Office: 11 Mulberry Close, Sandhurst, Berkshire GU47 0UQ).

3. **SCHEDULE AND DAYS OFF.** PA-Dee Assistance is generally available to provide Services during normal business hours. Monday – Friday 9am – 5pm GMT, excluding national holidays. **Extended hours of support are available when previously agreed.**

PA-Dee will advise the client at least one week in advance of any vacation days and at least one month in advance of any holiday that is more than one week.

Days off for sickness will be reported to the client by PA-Dee the morning of the first day of illness or before where possible.

4. **PAYMENT FOR SERVICES.** The Client will pay compensation to PA-Dee for the Services at a rate of **«Fee_Amount»** per month/week/day/hour. This compensation shall be payable and due upon receipt of an invoice by PA-Dee.

5. **EXPENSES.** PA-Dee will gain prior approval for any additional expenses incurred by PA-Dee on behalf of the client such as travel expenses, telephone call charges or other supplies and will be included in any invoices with the corresponding receipts or proof of costs incurred.

6. **TERM/TERMINATION.** Either party may terminate this agreement upon **1/7/14** days written notice to the other party. Provided, however, that each party may terminate the Agreement immediately without prior notice in the event of a breach of this Agreement by the other party. Upon Termination, PA-Dee shall invoice Client for any payment due, and payment will be due immediately upon receipt.

7. **NON-DISCLOSURE AND NON-SOLICITATION.** PA-Dee shall not directly or indirectly disclose to any person other than a representative of Client at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to Client, including but not limited to customer lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets. Furthermore, PA-Dee agrees that during the term of this Agreement, and for 2 years following the termination of this Agreement, PA-Dee shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of the Client other than on behalf of client himself.

8. **RELATIONSHIP OF PARTIES.** It is understood by the parties that PA-Dee is an independent contractor with respect to the Client and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of PA-Dee.

9. **WORK PRODUCT OWNERSHIP.** Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part in PA-Dee in connection with the Services shall be the exclusive property of the Client. Upon request, PA-Dee shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

10. **LIABILITY.** PA-Dee will not be liable for loss, damage or delay of Client's project due to circumstances beyond Contractor's control. Such circumstances may include (but are not limited to) acts of God, public unrest, power outages, sickness and inability to contact Client. In the event of such loss, damage or delay, PA-Dee will make every effort to notify Client immediately.

11. **CONFIDENTIALITY.** PA-Dee will not at any time or in any manner, either directly or indirectly, use for the personal benefit of PA-Dee, or divulge, disclose or communicate in any manner any information that is proprietary to the Client. PA-Dee will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, PA-Dee will return to the Client all records, notes documentation and other items that were used, created, or controlled by PA-Dee during the term of this Agreement with the exception of items purchased by PA-Dee and not reimbursed by the Client.

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

CLIENT:

Signature of Representative: _____

Name, Title: _____

Company Name (if applicable): _____

Date: _____

PA-Dee Services:

Signature of Representative: _____

Name, Title: _____

Company Name: _____

Date: _____