# SAMPLE VIRTUAL ASSISTANT CONTRACT

This work for Hire Agreement ("Agreement") is made January 17, 2014, between [Your VA or VA Company] 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 "Service Provider".

1. **DESCRIPTON OF SERVICES**. Beginning on «Start_Date», Service Provider will provide the following services (collectively, the "Services"):

- «Services»

*Note: If you have any specific requests, such as a daily progress report email, you can add it here.*

2. **SERVICE LOCATION**. The Service to be provided under this Agreement shall be performed at the Service Provider's place of business. (i.e. Home Office)

3. **SCHEDULE AND DAYS OFF**. Service Provider Assistance is generally available to provide Services during normal business hours. Monday – Friday 8am – 5pm EST, excluding national holidays.

*Note: For VAs in other time-zones, it makes sense to specify what the expected working hours will be, and your policy for vacation, holidays, and sick days.*

4. **PAYMENT FOR SERVICES**. Client will pay compensation to Service Provider for the Services at a rate of «Fee_Amount» per month. This compensation shall be payable and due upon receipt of invoice.

*Note: You can set up weekly, bi-weekly, or monthly payment structure. In this section, you can also detail out any bonus compensation plans or other payment scenarios.*

5. **TERM/TERMINATION**. Either party may terminate this agreement upon 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, Service Provider shall invoice Client for any payment due, and payment will be due immediately upon receipt.

6. **NON-DISCLOSURE AND NON-SOLICITATION**. Service Provider 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, Service Provider agrees that during the term of this Agreement, and for 2 years following the termination of this Agreement, Service Provider shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of Client other than on behalf of client himself.

7. **RELATIONSHIP OF PARTIES**. It is understood by the parties that Service Provider 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 Service Provider.

8. **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 Service Provider in connection with the Services shall be the exclusive property of the Client. Upon request, Service Provider shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

9. **LIABILITY**. Service Provider 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, and inability to contact Client. In the event of such loss, damage or delay, Service Provider will make every effort to notify Client immediately.

10. **CONFIDENTIALITY**. Service Provider will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose or communicate in any manner any information that is proprietary to the Client. Service Provider 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, Service Provider will return to Client all records, notes documentation and

other items that were used, created, or controlled by Service Provider during the term of this Agreement with the exception of items purchased by Service Provider and not reimbursed by the Client.

11. **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:  _____

Date:  _____


**SERVICE PROVIDER:**

Signature of Representative:  _____

Name, Title:  _____

Company Name:  _____

Date:  _____