
A PLUS VIRTUAL ASSISTANCE

CONTRACT/RETAINER AGREEMENT

This Work for Hire Retainer Agreement ("Agreement") is made on this XXth day of XXX, 2004 between **Donna Elliott, d.b.a. A Plus Virtual Assistance** ("Contractor") and _____ ("Client").

1. Description of Services: Beginning on XXX XX, 2004 the Contractor will provide the Client with the following services:

▪ _____

2. Payment of Services: The Client will pay an initial Retainer Fee of \$ ____ (US funds), which is based on \$ ____ (US) per hour for a total of ____ hours work** per calendar month. The Client agrees to pay the Contractor for the services set forth in article #1 above at the time of execution of this Agreement. Upon receipt of this initial Retainer Fee, the Contractor will begin the services set forth in article #1.

At the point when the initial payment and time frame (____ hours) has expired, the Client agrees to provide a second Retainer Fee in the amount of \$ ____ for ____ more hours of services. Again, work by the Contractor will continue upon receipt of this Retainer Fee from the Client. This procedure will continue in the same manor for any further expirations of Retainer Fee (ie. Retainer Fee provided prior to conducting any further work) for as long as services are needed or the scope of service has changed.

3. Work Product Ownership: Any design material shall remain the property of the Client with the Client allowing the Contractor to use said material for references and portfolio use.

4. Confidentiality: The Contractor agrees to keep all information provided by the Client in complete confidence. None of the Client's supplied material will be sold, given to a third party or be used by the Contractor for any other project they may take on. The same holds true in the reverse, the Client may not use any material provided by the Contractor for any reason other than that agreed upon in this Agreement. This provision shall continue upon completion of this Agreement. Upon termination of this Agreement the Contractor will return to the Client all records, notes, documentation and other items that were used, created, or controlled by the Contractor. (This obligation does not apply to any information or content that the Contractor is, by law, required to disclose.)

5. Dissolution of Agreement: It is agreed upon by both the Client and Contractor that should this Agreement be dissolved and any portion of a Retainer Fee paid by the Client to the Contractor is still available, the Contractor shall provide enough additional services to cover that amount. As article #2 above states, there will not be any services performed by the Contractor prior to receipt of the Retainer Fee, therefore there will not be a provision necessary to cover outstanding work that needs to be paid for, as there will be none.

6. Entire Agreement: This Agreement contains the entire agreement of both the parties, and there are no other promises of conditions in any other agreement, whether oral or written. Should services be added both parties agree to sign a new Agreement to cover all services provided as well as additional payment for increased hours of service.

By: _____

By: _____

Date: _____

Date: _____

**Monthly Retainer Discounts:

- 10 hours reserved = 10% (1 hr. free)
- 20 hours reserved = 15% (3 hr. free)
- 30 hours reserved = 20% (6 hr. free)

