

Virtual Assistant Contract: This is just a template. You can also use the templates/examples at the links below to add more things to this document depending on the client/agreement/etc. I have highlighted the areas that you need to fill in/edit.

<https://www.wonder.legal/us/creation-modele/virtual-assistant-agreement>

<https://www.thevirtualsavvy.com/virtual-assistant-contract/>

This work for Hire Agreement (“Agreement”) is made **January 17, 2014**, between **[VA or VA Company]** and **[client]**. 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. DESCRIPTION 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 AND AVAILABILITY. The Service to be provided under this Agreement shall be performed at the Service Provider’s **(place of business/home office/online)**. Client will generally not control the time and manner of work completed. However, the Service Provider agrees to be available during the following time for meetings: **(time of meetings/work)**

3. SCHEDULE, DAYS OFF, AND HOLIDAYS. Service Provider Assistance is generally available to provide Services during **(time you want to typically work: ex: normal business hours. Monday – Friday 8am – 5pm EST)**, excluding national holidays where Service Provider will be unavailable. *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 **(any:month/week/day/hour)**. This compensation shall be payable and due upon receipt of invoice. Client will be billed by invoice system hourly, with invoices to be sent **(weekly/biweekly/monthly)**. The hourly rate for the Service Provider will be **(\$\$\$)**. Service Provider will only spend **(5/10/15/20/30/40)** hours on the Client services per week unless otherwise agreed upon in writing by both parties. Payment will be made within **x** amount of time after receipt of invoice. For past due invoices, a late fee of **\$** will apply. The services will begin upon execution of this agreement as well as when the Service Provider receives a deposit of **\$**. *Note: this section, you can also detail out any bonus compensation plans or other payment scenarios. You can set up weekly, bi-weekly, or monthly payment structure.*

5. TAXES. Service Provider acknowledges that they will receive a W-9 and 1099 NEC from the Client and that Service Provider will be solely responsible for all their federal, state, and local taxes.

6. 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.

7. NON-DISCLOSURE. 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.

8. NON-SOLICITATION. 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. *Note: sometimes this isn't necessary. The 2 yrs following isn't always necessary either, it will be up to you to decide, especially if the client is not in your similar field.*

This is a description from one of the links at the top: A non-solicitation clause means that one party agrees not to market, advertise to, or otherwise solicit clients or customers from the other.

In order to be enforced, these provisions must be reasonable. Be sure to outline the complete terms of these restrictions in your contract; some covenants that are too specific can limit your ability to do business. Be sure to check with the laws of your state before agreeing to any restrictive covenants, as the ability to be enforced can vary widely from state to state.

Typically, in the online business world, we see these provisions used when a company is working with subcontractors who work in a similar field.

For example, if you own your own virtual assistant company and you hire other virtual assistants to subcontract for specific products, the contract may contain restrictive covenants to ensure that the subcontractor does not try to solicit your clients.

9. 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. *Note: if you are going on as an employee not a contractor, this will need to be changed.*

10. WORK PRODUCT OWNERSHIP. Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by 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.

<https://www.legalzoom.com/articles/use-an-artwork-release-form-to-protect-your-work>

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: _____