



By signing this Agreement, \_\_\_\_\_ ("Client") has retained Pepper's Personal Assistants ("Service Provider") to proceed with the requested services, and agrees to the terms and conditions as set forth in this Agreement:

1. **Services.** Client has retained Service Provider to perform: Personal Assistant Services
2. **Subscription Payments.** Subscriptions provide ongoing support at a discounted rate up to the number of hours purchased. Subscription fees are required in full in advance of services; Packages are billed biweekly and will automatically renew every other Monday. Payment is due on or before 1st of each cycle. If payment is not received by the 1st, full standard hourly rates will apply for any work performed during that month, and monies received will be applied accordingly. Services rendered beyond the subscription hours will be billed to the credit card on file at the current subscription hourly rate with payment due upon receipt. A detailed receipt will be sent to the email on file. Hours are billed in 15 (fifteen) minute increments. Payments rendered are considered fully earned and non refundable. Unused hours are not carried over; it is incumbent upon Client to utilize their subscription hours each month.
3. **Business Hours & Communication.** Business hours are Monday through Friday 8:00 am to 5:00pm (PST). Service Provider is available for phone calls during office hours only. Occasional calls of only a few minutes in duration and quick emails are not typically billed to Client. However, the time of both parties must be respected, and calls and email correspondence over 10 minutes will be billed to Client. Service Provider will respond as soon as possible and within 24 business hours.
4. **Expenses.** Expenses incurred on behalf of Client are not included in any fees and will be the Clients responsibility. Reimbursable expenses may include, but are not limited to, parking, tolls, long-distance telephone charges, and payments made to vendors. Client must provide a credit card in the personal assistants name for purchases on your behalf.
5. **Payment Options.** AMEX, Discover, Mastercard and VISA credit cards and e-checks are accepted through our secure website.
6. **Late Payments.** Payments not received by due date will result in work cessation. Monthly late charges of \$10.00 or 1.75% (APR of 21%), whichever is greater, will be assessed on unpaid balances every 30 (thirty) days.
7. **Liability.** Service Provider agrees to provide services stated in this contract in a reliable and trustworthy manner. In consideration of these

services and as an express condition thereof, Client expressly waives any and all claims against Service Provider, unless arising from gross negligence on the part Service Provider. Service Provider will not perform work that is illegal or puts Service Provider in danger. Service Provider will not be responsible for any keys Client has asked to be mailed. Service Provider will not be responsible for any damage (inside or out) due to any act of nature.

8. Third Party Vendors. Service Provider may contract third party vendors to provide services requested. Service Provider will use their best efforts to obtain qualified providers, but cannot guarantee the quality of services provided by others. Service Provider will not be responsible for any damage caused by third party such as but not limited to dry cleaning, food delivery, plumber, and furnishings. Service Provider cannot be responsible for third party appointments. If the third party arrives later than the time specified, Service Provider is not held liable and will be compensated for the time.
9. Emergencies. Client agrees to authorize Service Provider to handle any emergencies that may arise. In the event Client cannot be contacted, Client authorizes Service Provider to use their best judgment and to be available at the hourly rate to oversee the circumstances.
10. Termination. Subscriptions may be terminated by either party for any reason. Client must give 30 (thirty) days advance written notice of intent to cancel. Subscription fees are due in full for the intended 30 days of cancellation if proper notice is not provided.
11. Expiration & Modification. This Agreement shall remain in effect until such time as one or the other Party provides written notice of cancellation. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.
12. Non Solicitation. For a period of two years following the termination of the Agreement, Client will not call on, solicit, or take away any of Service Providers staff.
13. Additional Provisions. This Agreement shall be governed by and construed according to the laws of the State of Washington, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Seattle, Washington, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts. Any liability on the part of Service Provider as determined by a court of law will be limited to an amount not to exceed one month's retainer. If Service Provider must bring suit or other action to collect on unpaid invoices or seek remedy of any other breach of contract, Service Provider shall be entitled to an award of costs, reasonable attorney's fees and interest at the maximum rate permitted by law in addition to any other relief awarded.

The terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties. By signing this Client Service Agreement, I indicate that I understand, agree to and accept the terms and conditions as contained herein, dated 01-24-2019.