

This is only an example of a standard service agreement to be signed with Millennial Assistants, LLC. available for sales and customer service purposes only. Actual Service Agreement with signed customer may vary.

SERVICE AGREEMENT

This Contract is for Services made effective as of _____, by and between Millennial Assistants, LLC., a Limited Liability Corporation, incorporated under the laws of the State of Missouri (the Provider) and _____ (the Client).

Article 1- DEFINITIONS:

As used in this Agreement:

1. "Services" shall be used to refer to the specific Services that the Provider will provide to the Client under the terms and conditions set forth herein. See **Exhibit A** below.
2. "Commencement Date" shall be used to refer to the date the Provider begins work on the Services for the Client. The Commencement Date shall be _____.
3. "Completion Date" shall be used to refer to the date that the Provider will complete the Services to the Client. The Completion Date shall be _____.
4. "Fees" shall be used to refer to the payment Client will pay to Provider for the rendering of the Services. Specifically, the fees shall be as follows: See **Exhibit B** below.

Article 2 – AGREEMENT:

Provider hereby agrees to render Services to the Client as listed above, subject to the terms and conditions of this Agreement beginning on the Commencement Date and ending on the Completion Date.

Article 3 – CLIENT OBLIGATIONS:

Client, during the period of the Service Agreement, agrees to:

1. Be available to Provider at a reasonable and mutually agreed upon time(s) should Provider have any questions or issues regarding Services to be performed.
2. Provide samples, if available, of Client's desired outcome.



3. Promptly provide payment in the following acceptable forms: Auto-charge through PayPal or Stripe
4. Immediately notify Provider if there are any changes or amendments to this Agreement. Depending upon such circumstances, Provider has the right to re-assess any additional fees which may be necessary for completion of Services. Such re-assessment would be considered as an amendment to this Service Agreement and would be attached as such to this Agreement as an Amendment to Service Agreement.

Article 4 – FEES

The client agrees to pay the Provider the required Fees as outlined in Exhibit B in this Agreement, for the provision of Services as described, subject to the following terms and conditions:

1. Method of payment: Auto-charge through PayPal or Stripe
2. Penalties: If the Client does not pay the amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Provider shall be entitled to:
 - a. Accrued interest at the rate of 3% every 30 days;
 - b. Require Client to pay for the Services or any remaining part of the Services in advance;
 - c. Cease performance of the Services completely or until payment is made
 - d. If Recipient fails to submit payment as outlined, in addition to any other right or remedy provided by law, Provider has the option to treat such failure as a material breach of this Contract, and may cancel this Contract and/or seek any and all legal remedies as provided by the State of Missouri.
3. Taxes: Any and all charges payable under this Agreement are exclusive of taxes, surcharges or other amounts assessed by State or Federal governments. Taxes imposed upon or required to be paid by Client or Provider shall be the sole and exclusive responsibility of each respectively.

Article 4 – CONFIDENTIALITY:

Provider, and its employees, agents or representatives will not at any time or in any manner, either directly or indirectly, disclose, divulge or communicate in any manner any information that is proprietary to Client. Provider and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Article 5 – WARRANTY:

Provider warrants that it will perform the Services using reasonable care and skill, based upon guidelines as outlined above.



Provider shall meet its obligations under this Contract as agreed upon for the Services as listed above. Provider will also use reasonable care to ensure that the Services agreed upon are performed according to Client's standards outlined above under Services. Client is only obligated to perform Services as outlined above. Any other Services would be separately assessed.

Article 6 – LIMITATION OF LIABILITY:

To the extent that it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an incident or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits or business.

Article 7 – INDEMNITY:

Client hereby agrees to indemnify Provider and all of Provider's agents, employees and representatives against any and all damage, liability, and loss as well as legal fees and costs incurred as a result of the Services rendered by this Agreement or any transaction or matter connected with the Services or the relationship between Provider and Client. This clause shall not be read to provide indemnification for any Party in the event that a court of law, rendering a final judgment, holds that the bad faith, gross negligence or willful misconduct of the Party caused the damage, liability or loss.

Article 8 – TERMINATION:

This Agreement may be terminated by either party, upon notice, in writing:

1. Should Client wish to terminate this Service Agreement, depending on the time and effort expended by Provider from the service date, Client's obligations are as follows:

a. Notify Provider in writing as soon as possible; and

b. Client may cancel the remainder of this agreement in writing within thirty (30) days of the Commencement Date with no additional penalties or fees charged and with no refunds on Services previously provided. In the event that Client wishes to terminate this agreement more than thirty (30) days past the Commencement Date, Provider will assess a non-refundable fee associated with this termination of 20% of the remainder of the agreement. Client will be obligated to pay to Provider any fees that are assessed. As indicated above, any fees, whether or not having been paid to Provider at the time of termination, are nonrefundable.

c. A 30-day money-back guarantee is available to new clients who utilize less than 50% of their contracted services within the first billing cycle and can prove that Provider did not provide quality services as agreed upon in this Service Agreement. The refund of fees associated with this guarantee will



be assessed at the discretion of Provider. Client is obligated to provide proof that the terms of this agreement were not fulfilled by Provider.

2. Should Provider wish to terminate this Service Agreement, depending upon the circumstances of requested termination, Provider will notify Client immediately in writing.

Article 9 – RELATIONSHIP OF THE PARTIES:

The parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties, and that this Agreement is for the sole and express purpose of providing the specific Services by the Provider to the Client under the terms and conditions herein.

Article 10 – GENERAL PROVISIONS:

1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of Missouri and any applicable Federal law.

2. Dispute Resolution: The parties will attempt to resolve any dispute arising out of or relating to this Agreement through earnest communication. If the matter is not resolved by negotiation within thirty (30) days, any and all controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

3. Regardless of the location where this Agreement is actually signed, this Agreement shall be construed under and governed by the laws of the State of Missouri.

4. Amendments: This Agreement may only be amended in writing signed by both Parties.

5. Public Announcement: Neither Party will make any public and/or social announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

6. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

7. Force Majeure: Provider is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, state of Emergency, acts of civil authorities, acts of military authorities, acts of insurrection, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.



8. Notices Regarding Electronic Communications: Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, receipt requested, to the address of the relevant Party set out in paragraph 1 of this Agreement, or to the relevant email address listed below or other email address as that Party may from time to time notify the other Party in accordance with this clause. It is also the Client's responsibility to notify Provider during the term of this Agreement should any of the Client's information change whatsoever.

The relevant contact information at the time of this signing is:

Provider:

Millennial Assistants, LLC.

405 N Jefferson Ave OFC 1059 Springfield, MO 65806

417.242.1259

taylor@millennialassistants.net

Client:

Address:

Phone:

Email address:

Any notice in writing via first-class mail from Provider to Client will be deemed to have been received by the Client upon confirmation of receipt, or, if delivered by hand, this Agreement will be deemed to have been received by the Client on the date of actual delivery.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Millennial Assistants, LLC

Taylor Gunter, CEO

Authorized Signature: _____

Date: _____

Client:

Name:

Title:

Authorized Signature: _____

Date: _____



Exhibit A

Scope of Work

Service Dates:

Included/Non-Billable Services: Account Managers are salaried, internal MA staff. Most of their work with the account is not billable. Their work is included with all packages and no surprise bills will be incurred for their work outside of excess meetings/calls. If they complete billable tasks, it is counted towards the contracted weekly hours as if they were a contracted assistant.

- Up to 1hr per week call/meeting with account manager
- Training of MA staff & Contractors
- Assignment, management, and QA of tasks done by account manager
- Send email or chat to Account Manager at any time
- Creation and documentation of SOPs/recorded trainings that may be passed onto the client at the termination of their relationship with MA
- Regular reviews of billable/contracted hours to discuss any adjustments:



Exhibit B

Service Dates:

- ___ billable hours per week at \$___/hour

Total: \$_____/Month

Billing Dates:	5/17/2021	\$
	5/31/2021	\$
	6/14/2021	\$
	6/28/2021	\$
	7/12/2021	\$
	7/26/2021	\$
	8/9/2021	\$
	8/23/2021	\$
	9/6/2021	\$
	9/20/2021	\$
	10/4/2021	\$
	10/18/2021	\$
	11/1/2021	\$
	11/15/2021	\$

Termination Fee: 20% of remainder of contract

