

# Rebecca Williams

## VIRTUAL ASSISTANT SERVICES AGREEMENT

This agreement is made on 3/20/2018 with the effective date of 3/1/2018 and shall be valid for 12 months or until terminated.

**BETWEEN:** Rebecca Williams (the "Virtual Assistant"), located at:

517 Laleh Ct Norman, OK 73072

(405) 548-5733

**AND:**

Galileo Tech Media/  
Erin Miller & Joseph Franklyn McElroy (the "Client"), located at:  
Name

132 East 43rd Street #534 New York, NY 10017

Address

646-334-1885

Phone

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 "Virtual Assistant."

### 1. DESCRIPTION OF SERVICES

The Virtual Assistant will provide the following services:

Data entry, project management, assisting with

monthly invoicing and billing, other admin tasks as agreed upon.

### 2. SCHEDULE AND TURN-AROUND

- The Virtual Assistant is generally available by email during normal business hours, Monday-Friday from 9 a.m. - 5 p.m. CST.
- Phone calls should be scheduled in advance whenever possible and canceled with at least 24 hours notice if necessary.
- The Virtual Assistant may set her own hours and take time off as needed while still meeting the Client's deadlines.
- The Virtual Assistant will give at least 2 days advance notice for absences no longer than 2

consecutive days in duration and 2 weeks advance notice for absences longer than 2 consecutive days.

- The Virtual Assistant will be unavailable on the following days/federal holidays: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday/President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.
- Tasks assigned by the Client should include deadlines. The Virtual Assistant will meet the given deadlines unless the client is notified otherwise. The Client understands that most tasks will take at least 24 hours to complete.
- Time sensitive tasks should be discussed in advance and are subject to the Virtual Assistant's availability.

### **3. PAYMENT FOR SERVICES**

The Client will pay a monthly retainer of \$400 for 16 hours of service/month.

1. Monthly retainers are non-refundable and paid in advance.
2. Payment of \$400 is due by the 1st of the month starting 3/1/2018.
3. Overage hours apply after the Client has surpassed 16 hours in one month and will be billed at \$30 per hour. The Virtual Assistant will notify the Client of possible additional expenses if they exceed their monthly hours and wait for authorization to proceed.
4. Accepted payment forms: PayPal, bank draft, credit card (Visa, MC, Amex) via FreshBooks.

### **4. TERM/TERMINATION**

The Client or the Virtual Assistant may terminate this agreement by giving a 14 days' written notice to the other party of the intent to terminate. Email is acceptable. In the event of either party committing a crime, this agreement is deemed terminated immediately. All work performed by the Virtual Assistant will be prorated and invoiced, and payment will be expected in full.

### **5. RELATIONSHIP OF PARTIES**

It is understood that the Virtual Assistant is an independent contractor and not an employee of the Client. The Client is not responsible for withholding taxes with respect to the Virtual Assistant's compensation, but will supply the Virtual Assistant with a form 1099 at the close of each calendar year. Additionally, the Client is not responsible for providing any fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits.

### **6. CONFIDENTIALITY**

The Virtual Assistant shall not, either directly or indirectly, use for the personal benefit of the Virtual Assistant, or divulge, disclose, or communicate in any manner any information supplied by or pertaining to the Client. All information pertaining to the Client will be treated as strictly confidential. Confidential information includes credit card numbers, banking accounts, contact information for the Client or the Client's customers and business contacts, names, contact lists, and all other information supplied by the Client. The Virtual Assistant shall not, under any

circumstances, attempt to use any confidential information to instigate contact with any customers or suppliers of the Client other than on behalf of Client himself. This provision shall continue to be effective after the termination of this agreement.

Furthermore, the Virtual Assistant agrees that during the term of this agreement, and for 6 months following the termination of this agreement, the Virtual Assistant shall not solicit or attempt to solicit any customers or suppliers of the Client other than on behalf of Client himself.

## 7. LIABILITY

The Virtual Assistant will not be liable for loss, damage or delay of Client's project due to circumstances beyond Virtual Assistant'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, the Virtual Assistant will make every effort to notify Client immediately. Unless a result of gross negligence or willful misconduct, the liability of either party to the other for any type of damages is limited to the amount of the Virtual Assistant's total fees under this Agreement.

## 8. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Oklahoma. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Oklahoma, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Oklahoma, such personal jurisdiction shall be nonexclusive.

## SIGNATURES

In witness whereof, the parties hereto have executed this Agreement.

THE CLIENT

THE VIRTUAL ASSISTANT

Galileo Tech Media

Company Name



Authorized Signature

Erin Miller

Printed Name

03/21/2018

Date



Authorized Signature

Rebecca Williams

Printed Name

03/20/2018

Date

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## Document History



SENT

**03/20/2018**  
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Sent for signature to Rebecca Williams (rebeccavirtual2@gmail.com) and Erin Miller (erin.miller@galileotechmedia.com) from rebeccavirtual2@gmail.com  
IP: 68.97.40.205



VIEWED

**03/20/2018**  
20:35:15 UTC

Viewed by Rebecca Williams (rebeccavirtual2@gmail.com)  
IP: 68.97.40.205



SIGNED

**03/20/2018**  
20:36:12 UTC

Signed by Rebecca Williams (rebeccavirtual2@gmail.com)  
IP: 68.97.40.205



VIEWED

**03/21/2018**  
09:13:34 UTC

Viewed by Erin Miller (erin.miller@galileotechmedia.com)  
IP: 23.125.48.149



SIGNED

**03/21/2018**  
09:14:31 UTC

Signed by Erin Miller (erin.miller@galileotechmedia.com)  
IP: 23.125.48.149



COMPLETED

**03/21/2018**  
09:14:31 UTC

The document has been completed.