

## WORK FOR HIRE AGREEMENT

This work for Hire Agreement (“Agreement”) is made this Thursday, November 17, 2005, between Norrell’s Virtual Assistance, and «Company» having its principal place of business at «Address1», «City», «State». 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 between Norrell’s Virtual Assistance.

- 1. DESCRIPTON OF SERVICES.** Beginning on «Start\_Date», Norrell’s Virtual Assistance will provide the following services (collectively, the “Services”): «Services»
- 2. SERVICE LOCATION.** The Service to be provided by Norrell's Virtual Assistance under this Agreement shall be performed at Norrell's Virtual Assistance’s place of business. (i.e. Home Office)
- 3. SCHEDULE AND DAYS OFF.** Norrell's Virtual Assistance is generally available to provide Services during normal business hours. Monday – Friday 8am – 5pm EST, excluding national holidays.
- 4. PAYMENT FOR SERVICES.** «Company» will pay compensation to Norrell’s Virtual Assistance for the Services based on «Fee\_Amount». This compensation shall be payable and due upon receipt of invoice. Payments accepted: Credit Cards through PayPal, Checks, or Money Order.
- 5. TERM/TERMINATION.** Either party upon 5 days written notice to the other party may terminate this agreement. Provided, however, that each party may terminate the Agreement immediately without prior in the event of a breach of this Agreement by the other party. Upon Termination, Norrell’s Virtual Assistance shall invoice «Company» and payment will be expected in full – immediately upon receipt.
- 6. NONDISCLOSURE AND NONSOLICITATION.** Norrell's Virtual Assistance shall not directly or indirectly disclose to any person other than a representative of «Company» at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to «Company», 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. Furthermore, Norrell's Virtual Assistance agrees that during the term of this Agreement, and for 6 months following the termination of this Agreement, Norrell's Virtual Assistance shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of «Company» other than on behalf of client himself.
- 7. RELATIONSHIP OF PARTIES.** It is understood by the parties that Norrell’s Virtual Assistance is an independent contractor with respect to «Company» and not an employee of «Company». «Company» will not provide fringe benefits, including

health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Norrell's Virtual Assistance.

- 8. WORK PRODUCT OWNERSHIP.** Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part in Norrell's Virtual Assistance in connection with the Services shall be the exclusive property of «Company». Upon request, Norrell's Virtual Assistance shall sign all documents necessary to confirm or perfect the exclusive ownership of «Company» to the Work Product.
- 9. LIABILITY.** Norrell's Virtual Assistance 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, Norrell's Virtual Assistance will make every effort to notify Client immediately.
- 10. CONFIDENTIALITY.** Norrell's Virtual Assistance will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Norrell's Virtual Assistance, or divulge, disclose or communicate in any manner any information that is proprietary to «Company». Norrell's Virtual Assistance 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, Norrell's Virtual Assistance will return to «Company» all records, notes documentation and other items that were used, created, or controlled by Norrell's Virtual Assistance during the term of this Agreement with the exception of items purchased by Norrell's Virtual Assistance and not reimbursed by «Company».
- 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.

Party contracting Service:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
«Company»

Service Provider:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tracey Norrell  
Norrell's Virtual Assistance