



This Independent Contractor Agreement ("Agreement") is made and entered into by and between, Kelsey Wiegert ("known as Client") and Creative Crowns, (known as "Contractor"). In consideration of the promises, rights and obligations set forth below, the parties agree as follows:

1. **TERM:** The term of this Agreement shall begin on **Tuesday, February 8, 2022** and will be continued until **Tuesday, February 15, 2022**, unless terminated by either the Client or the Contractor as set forth in this Agreement.
2. **RELATIONSHIP:** The Contractor will provide the Contractor's services to the Client as an independent contractor and not as an employee.
3. **SERVICES:** The Contractor will perform the services, as more particularly described in the proposal (Resume and Cover Letter Proofreading & Editing), for Client as an independent Virtual Assistant (the "Services"). The Services have been specially ordered and commissioned by Client. To the extent the Services include materials subject to copyright, the Contractor agrees that the Services are done as "work made for hire" as that term is defined under U.S. copyright law, and that as a result, Client will own all copyrights in the Services. The Contractor will perform such services in a diligent and workmanlike manner and in accordance with the schedule, if any, set forth in proposal. The content, style, form and format of any work product of the Services shall be completely satisfactory to Client and shall be consistent with Client's standards. Except as specified in the proposal, Client agrees that Contractor's services need not be rendered at any specific location and may be rendered at any location selected by the Contractor. The Contractor hereby grants Client the right, but not the obligation, to use and to license others the right to use the Contractor's, and Contractor's subcontractors', name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services. 
4. **PAYMENT:** Client agrees to pay the Contractor a non-refundable **\$150.00** for this project. All invoices shall be payable and due upon receipt on invoice. Any additional copy provided by the Contractor in excess of this agreement will require a discussion and new contract. 
5. **CLIENT RESPONSIBILITY:** Client understands that the Contractor is not an employee, and that this will be a collaborative, professional relationship of equals, as in a partnership, where mutual professional respect, courtesy, and consideration are expected. Due to the virtual nature of the partnership, the Client understands the importance of communication, especially via email, and agrees to respond to questions, requests, and communications from the Contractor in a timely manner. The client understands that the Contractor is a business with other clients to service and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunication on the part of Clients will not constitute an emergency for the Contractor. Client understands that the Contractor may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality of work.
6. **PROJECT COMPLETION:** Basic office support receives 24 - 48 hour attention Monday - Friday. Revisions to the project are included on an as needed basis during the term of the Agreement. Each new or special project requires a minimum of three (3) days lead time. The Client will provide sufficient notice and allow for reasonable time frames for project completions. Rush projects of 24 hours or less and projects requiring weekend or holiday work may be subject to 25% surcharge for rush fees. Contractor reserves the right to refuse any project or service request.

7. **MATERIALS & INFORMATION:** The Client will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. The Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for the Contractor to perform or complete the contracted services or project.
8. **EXPENSES:** Expenses incurred on behalf of Client are NOT included in any fees and will be billed to Client. Reimbursable expenses may include, but not limited to, office supplies (e.g., file folders, envelopes, removable storage drives, etc.), mileage, payments made to vendors, and shipping and handling costs. On-site visits will be billed for meeting time, round trip travel time, and mileage. Payment is due upon receipt.
9. **DELIVERY:** Completed projects are delivered via removable storage drive, email, US Mail, or other means as required by the Client. The Client is responsible and will be billed for all shipping and handling costs.
10. **ACCURACY:** The Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofreading and accuracy. Service Provider is not responsible for errors or omissions.
11. **PAYMENT OPTIONS:** MasterCard, VISA, or Bank Transfer are accepted and payment is processed through our merchant account and due at the time of contract signature.
12. **NSF FEES:** There is a \$40 NSF (insufficient funds) fee for declined or returned payments.
13. **LATE PAYMENTS:** Payments not received by due date will result in work cessation. Contractor reserves the right to refuse completion or delivery of work until past due balances are paid. A monthly late charge of \$10.00 or 1.75% (APR of 21%), whichever is greater, will be assessed on unpaid balances every thirty (30) days.
14. **LIEN:** All material or property belonging to Client, as well as work performed, may be retained as security until all just claims against Client are satisfied.
15. **LATE FEES:** Clients who consistently fail to respond to questions in a timely manner, do not supply needed information, or otherwise impair efficient workflows, increase administrative time, and prevent Contractor from working to optimum standards and serving other clients in a fair and equal manner. The Contractor reserves the right to impose late fees and/or increase hourly rates of Clients who fall into this category.
16. **PROPERTY:** All billing (including invoices, statements, and estimates), reports are provided as a convenience to Client at the discretion of the Contractor.
17. **ACCURACY OF INFORMATION:** Client agrees that the accuracy of information supplied to Contractor is the sole responsibility of Client, and that Service Provider is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client.
18. **INDEMNIFICATION / RELEASE OF LIABILITY:** Client shall indemnify, defend and save Contractor harmless from any and all suits, costs, damages, or proceedings, including, but not limited to, Contractor's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Contractor including, but not limited to, all attorneys' fees, costs and expenses incurred should Contractor be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless Contractor from liability for any and all claims, costs, suits, and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify Contractor is not limited to any acts or omissions, statements or representations made by

Service Provider in the performance and/or nonperformance of Contractor's duties here under and relating to all contractual liabilities, which may be alleged or imposed against the Contractor. In the absence of negligence, however, the Contractor will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, not for unauthorized use by others of such property. Contractor will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruptions, loss of information, plagiarism, etc. Contractor will not be held liable for typographical omissions or errors.

19. **TERMINATION:** Either party may terminate this agreement at any time given written notice to the other party. Upon termination, the Contractor shall invoice the Client for any payment due, and payment will be due immediately upon receipt.
20. **EXPIRATION / MODIFICATION:** The agreement shall remain in effect for a period of twelve (12) months or 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.
21. **NON-DISCLOSURE AND NON-SOLICITATION:** Contractor 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 the Client, including but not limited to customer lists, contacts, financial data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets.

The terms and conditions of this Agreement may be modified or amended as necessary only by a written instrument signed by both parties. By signing the Agreement, I indicate that I understand, agree to and accept the terms and conditions as contained herein, dated **February 8, 2022**.

By signing this Agreement, **Kelsey Wiegert ("Client") has retained Creative Crowns**, ("Service Provider") to proceed with the requested services, and agrees to the terms and conditions as set forth within this agreement.

Client:

I agree to the terms and conditions of this Agreement

Kelsey Wiegert

Signature

Kelsey Wiegert

Name

02 / 08 / 2022

Date

Service Provider:

Signature

Name

Date

TITLE	Your Agreement with Creative Crowns is Ready for Signature!
FILE NAME	Contract_Kelsey Wiegert 02.08.22.docx
DOCUMENT ID	2f35cfc9b86983f81ba7c937e66e1bc627153e5c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Pending signature

Document History



SENT

02 / 08 / 2022

18:23:50 UTC

Sent for signature to Kelsey Wiegert (wiegert.kelsey@gmail.com) and Stacy Pong (creativecrowns8@gmail.com) from creativecrowns8@gmail.com
IP: 68.4.159.120



VIEWED

02 / 08 / 2022

18:24:24 UTC

Viewed by Kelsey Wiegert (wiegert.kelsey@gmail.com)
IP: 192.83.228.250



SIGNED

02 / 08 / 2022

18:25:42 UTC

Signed by Kelsey Wiegert (wiegert.kelsey@gmail.com)
IP: 192.83.228.250



INCOMPLETE

02 / 08 / 2022

18:25:42 UTC

This document has not been fully executed by all signers.