

Kimberly Bridges Interiors

(HASHTAG: "A Worthy Woman Organizes")

Service Agreement

State of California

Parties.

This Service Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Kimberly Bridges Interiors – (Hashtag: "A Worthy Woman Organizes"), a California Corporation, incorporated under the laws of the state of California, having its principal place of business at the following address: kimberly bridges 2012@gmail.com

and _____, having a primary address at the following:
(Client Name)

Hereinafter, "Client" will refer to and be used to describe the party above. "Service Provider" will refer to and be used to describe the following party: Kimberly Bridges Interiors. Client and Service Provider may be referred to individually as "Party" and collectively as the "Parties."

Recitals.

Therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration), the Parties do hereby agree as follows:

ARTICLE I: Services.

As used in this Agreement:

- A) **"Services"** shall be used to refer to the following specific services that the Service Provider will provide to the Client under the terms and conditions set forth herein:

ARTICLE II: Fees.

- A.) "Fees" shall be used to refer to the payment Client will pay to Service Provider for the rendering of the Services. Specifically, the fees shall be as follows:

\$ _____ , at an Hourly Rate for all Services rendered during a 3 hr. session;

- B) There will be a Thirty (30) minute Meal Break for the Service Provider, added at no cost to the Client for projects which will last 6 hours or longer. The time which the Meal Break will be used, will be predetermined, at the time that the Client and Service Provider negotiate the Service Agreement.
- C) Any Design time or additional time will be billed in 15 minute increments at the corresponding hourly rate (as shown above).
- D) All on-site work is booked with a 3 hour minimum.

ARTICLE III: Additional Expenses.

The Service Provider is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Services, including but not limited to traveling (within the course of business), photocopying, courier services and postage, subject to agreement from the Client. The Client agrees to pay the Service Provider the required additional fees, as outlined, for the duration of the Services, subject to the following terms and conditions:

- A) Reimbursement for extra expenses, with prior approval from Client will be charged in the final billing; for all supplies used in the course of organizing items which are purchased by Service Provider. Any donation drop off which is the responsibility of Client, however, we are happy to make arrangements or recommendations for trash removal or shredding services, which will be billed at an hourly rate to be reimbursed by Client.
- B) We can recommend an independent shredding company to reduce the possibility of client's identity theft.
- C) Travel time will not be charged to the Client, with the exception of travel time which exceeds 60 minutes (Roundtrip). Travel time will be applied to the total invoiced price, for time exceeding 60 minutes, per trip.

ARTICLE IV: Payment.

- A) Service Provider will accept the following forms of payment: PayPal, Square or Cash (personal checks are not accepted).
- B) Payment for packaged services and virtual organizing is to be made prior to our first session.

- C) Credit cards are accepted through PayPal. On-site sessions which are not paid in advance by credit card are due and payable at the time of service, and are cash only transactions.

ARTICLE V: Cancellation and Warranties.

- A) Proper consideration regarding the change or cancellation of appointment times is required. Service Provider has a strict cancellation policy of a minimum of 48 hours advance notice of a scheduled appointment time. Any changes or cancellations made within the 48 hours from the scheduled appointment will be subject to a cancellation fee of 50% of the scheduled hourly rate.
- B) Kimberly Bridges Interiors, (hash tag: “A Worthy Woman Organizes”), is a member of the National Association of Professional Organizers, (NAPO), and bound by their Codes of Ethics. Any physical or verbal content expressed during the course of the project will remain confidential information will not be shared with outside parties, unless required by law. Kimberly is a mandated reporter, when working with minors, please take into consideration that any abuse, et al. **must** be reported to the proper authorities.
- C) Time shall be of the essence for the performance by the Service Provider of its obligations under the Agreement. Any dates, periods or times for performance specified in the Agreement are to be met, and in default, the Service Provider will be in breach of the Agreement.
- D) Suggestions regarding procurement and/or retention of legal, financial and accounting documents may be made by the organizers to expedite the organizing process. However, all final decisions regarding these documents should be made by your personal CPA, Attorney or Financial Advisor.

ARTICLE VI: Location.

Service Provider will render the Services at the following location:

- A) All services that will be carried out at the location of the Client, (whether Client’s Business or at the Client’s home location; will be required to have the current legal limits of all business insurance required by the State of California. Or in the alternative, a valid Homeowner’s policy in effect at the time of service. Further, Client agrees to waive subrogation of Service Provider or any claim paid by their homeowner’s policy.
- B) Additionally, under the same arrangements; the Service Provider takes no responsibility for any damage to Client’s personal property or property of the Company, (while working in a Clients office), with a value of over \$500.00.

- C) No transportation of the Client, Client's Company property or Client's personal property is permitted in the Service Provider's vehicle, without prior arrangements, in which the Client's and Provider's consent, are made in writing. Further, Client agrees to waive Provider's responsibility for accident, personal injury, loss, theft or damage of Client property.

Article VII: Subcontractors.

The Service Provider shall be permitted to use subcontractors in the provision of services to the Client. The Service Provider will need to receive prior approval from the Client for the use of a particular intended subcontractor. The Service Provider shall be responsible for the work of a subcontractor whose work shall be undertaken to the same standard as required by this Agreement.

Article VIII: Client Obligations.

During the provision of the Services, the Client hereby agrees to:

- A) Cooperate with the Service Provider for anything the Service Provider may reasonably require;
- B) Provide any information and/or documentation needed by the Service Provider relevant to the provision of Services or payment for the provision of Services;
- C) Require any staff or agents of the Client to cooperate with and assist the Service Provider as the Service Provider may need;
- D) Clients are asked to remove and secure firearms and other "private: or personal items" from the work area before work begins. Service Provider refuses to handle: Adult material, firearms/weapons, drugs or paraphernalia. Any contact with the aforementioned items will be grounds for cancellation of contract.
- E) Make available to the Service Provider, without fee or cost, any facilities, which may include, but are not limited to, a work space, computer, or other physical equipment, the Service Provider may reasonably require.
- F) We are not liable for any clock internal movements. We recommend, you let a clock expert move and set up clocks, in order to assure the best quality of professional service in that field.

Article 17: General Provisions.

- A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the State of California and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the State of California. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

- B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.
- C) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.
- D) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.
- E) FORCE MAJEURE: Service Provider is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

EXECUTION:

Name: Kimberly Bridges Interiors – (Hashtag: “A Worthy Woman Organizes”)

Representative Signature: _____

Representative Title: _____

Date: _____

Client Name: _____

Signature: _____

Date: _____