

THE VIRTUAL PARALEGAL RETAINER AGREEMENT

This agreement ("Agreement") is made and entered into by and between **The Virtual Paralegal** ("TVP"), whose place of business is 4265 Vance Road, Traverse City, MI 49684, and _____ ("Client"), whose place of business is _____.

The parties agree as follows:

1. **The Services.** The Contractor shall provide administrative support such as but not limited to:

- ◆ General Office Clerical Support
- ◆ Specialized legal support including, but not limited to:
 - ◆ Collections document preparation
 - ◆ Draft legal pleadings, including briefs (all courts and all jurisdictions)
 - ◆ Prepare discovery responses
 - ◆ Draft Interrogatories and responses
 - ◆ Legal research
 - ◆ Summarize transcripts and depositions
 - ◆ Prepare medical transcript summaries
 - ◆ Case review and analysis
 - ◆ Draft demand letters for collections
 - ◆ Draft initial case filing forms
 - ◆ Prepare your case for trial
 - ◆ Power Point presentations
 - ◆ Secretarial work
 - ◆ Scheduling mediations and depositions
 - ◆ Create forms and pdfs
 - ◆ Design your web site
 - ◆ We will perform any other work needed for your case or organization of your firm or office, including data entry and updating
- ◆ Executive Level Administrative Support (Due Diligence, Confidentiality, Project Management, Etc.)
- ◆ Appointment setting
- ◆ Email and Correspondence Answering & Management
- ◆ Word Processing
- ◆ Online Research
- ◆ Resume Writing
- ◆ Editing & Proofreading
- ◆ Sales Correspondence & Proposal Preparation
- ◆ Employee Handbooks and Organizational Procedures Creation
- ◆ Travel Destination Planning

2. **No Training.** TVP represents and warrants, and the Client recognizes and acknowledges, that TVP has unique and specialized skills, training and experience in providing the agreed administrative support, and therefore the Client has not provided and will not provide any training or instructions to TVP, unless specified further in this Agreement.

3. **Compensation and Payment.** The Client shall compensate TVP for the Services in the hourly amount of \$_____ per hour. Payments to TVP shall be made as follows: _____. Payment shall be in the full amount of the invoiced amount, plus any costs and expenses incurred by TVP. TVP will submit time records with each invoice to the Client. TVP shall not participate in any benefit plan or program of the Client, including, but not limited to, health insurance, life insurance, disability insurance, pension or profit sharing, workers' compensation, paid vacation or sick pay. TVP will, however, be reimbursed for any long distance phone charges directly related to services provided to Client.

4. **Service Location.** The Services to be provided by TVP under this Agreement shall be performed at TVP's place of business. (i.e. Home Office)

5. **Schedule and Days Off.** TVP has agreed to be available to provide services during normal business hours, Monday through Friday 9:00 a.m. to 5:00 p.m., EST, excluding the following listed holidays: New Year's Eve; New Year's Day; Good Friday; Memorial Day; July 4th; Labor Day; Thanksgiving Day and day following; Christmas Eve; and Christmas Day.

TVP agrees to notify client of any vacations or professional development 5 days prior to such vacation or professional development.

TVP agrees to leave open the opportunity for the Client to request weekend and emergency services ("Special Services") on an as-needed basis. Each incident of Special Services will be assessed and agreed upon at time of request. TVP also agrees to discuss availability during regular business hours for other time zones should the need arise.

6. **Compliance with Laws.** TVP shall provide the Services in accordance with all applicable laws, ordinances, and contracts with respect to jurisdictional paralegal services.

7. **No Violation.** TVP represents, warrants and agrees that the performance of the Services will not violate any contractual rights, trade secrets or other rights of any third party.

8. **Term and Termination.** Each party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. 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. In the event of termination or expiration, TVP shall be paid its usual compensation up to the effective date of termination.

9. **Nondisclosure and Nonsolicitation.** TVP shall not directly or indirectly disclose to any person other than a representative of The 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, sales data, supply sources, business opportunities for new or developing business, plans and

models, or trade secrets. Furthermore, TVP agrees that during the term of this Agreement and for a period of one year following the termination or expiration of this Agreement, TVP shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of The Client other than on behalf of The Client.

10. **Independent Contractor Status.** TVP and The Client agree that TVP shall at all times be an independent contractor and that no relationship of employer and employee, partners or other relationship is created or intended to be created by this Agreement for any purposes, including without limitation for federal and state tax and other state and federal purposes. TVP assumes full responsibility for payment for all federal, state and local taxes imposed or required under unemployment insurance, self-employment, social security and income tax laws upon compensation paid to TVP. TVP shall not hold himself or herself as an employee, partner or agent of The Client. TVP acknowledges that he or she has duly signed and returned to The Client Form W-9 and all compensation paid to TVP under this Agreement will be reported annually to the Internal Revenue Service on Form 1099, of which TVP shall receive a copy.

11. **Client Indemnification and Approval.** Client will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for TVP to perform or complete the contracted services or project. Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. TVP is not responsible for errors or omissions. Client agrees that the accuracy of information supplied to TVP is the sole responsibility of Client, and that TVP 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. Client shall indemnify, defend and save TVP harmless from any and all suits, costs, damages or proceedings, including, but not limited to, TVP's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by TVP including, but not limited to, all attorneys' fees, costs and expenses incurred should TVP be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless TVP and its agents, officers and directors 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 TVP is not limited to any acts or omissions, statements or representations made by TVP in the performance and/or nonperformance of TVP's duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against TVP. All reasonable precautions will be taken to safeguard the property entrusted to TVP. In the absence of negligence, however, TVP 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, nor for unauthorized use by others of such property. TVP will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. TVP will not be held liable for typographical omissions or errors.

12. **Indemnification of Client.** TVP shall indemnify The Client against all liability, loss or damages, including consequential and incidental damages, and against all claims or actions based on or arising out of damage or injury (including death) caused by or sustained in connection with the performance by TVP of the Service, or based on any violation of any statute, ordinance, regulation or contract, and the defense of any such claims or actions including attorneys fees. TVP shall also

indemnify The Client against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to TVP's performance of this Agreement.

13. **Final Approval.** Client understands that final approval of all work lies with the Client and TVP assumes no responsibility. TVP agrees to make corrections, additions and deletions until the Client's ultimate satisfaction with the final work product.

14. **Miscellaneous.** This Agreement contains the entire understanding of the parties with respect to all matters referred to herein and may not be changed, amended, modified or waived orally but only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, or amendment is sought. This Agreement shall be construed under the laws of the State of Michigan, Grand Traverse County and _____ (**Client's location**). If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. The headings to the sections of this Agreement are for reference only and shall not affect its construction or interpretation.

15. **Notices.** Any notice, request, demand, consent, waiver or other communication which either party may wish to serve or, may be required to serve on either party shall be in writing and shall be served by personal delivery, by facsimile, by prepaid recognized overnight air express delivery, by pre-paid certified mail, return receipt requested, or by pre-paid telegram addressed to such party at the address set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20____ and will continue in effect until it's dissolution by further agreement of the parties.

For The Virtual Paralegal:

For Client:

Dawn M. Draper
Owner
4265 Vance Road
Traverse City, MI 49684
(231) 943-9551

Printed Name: _____
Company: _____
Its: _____
Address: _____
City, State, Zip: _____
Phone number: _____