

TERMS OF SERVICE

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Richardson

PROFESSIONAL SOLUTIONS

TERMS OF SERVICE

You, the Client (“Client”), wish to be provided with the Services defined in the separate “Services Agreement” by Richardson Professional Solutions, LLC (“RPS”) and RPS agrees to provide those Services to the Client on these terms and conditions:

Services Location. Services provided under this Agreement will be provided remotely, with email or text messaging as the primary form of communication. Other methods such as phone calls, video conferencing, or face-to-face meetings are also available but may require lead time (meeting time and travel time are considered working hours).

Travel rate. Travel is billed at the hourly rate associated with the service provided or at the derived rate of the retainer or project package.

Business Hours. RPS is generally available to provide Services during the normal business hours of 8:00 AM to 5:00 PM EST Monday through Friday, excluding national holidays. After-hours services are not included under this Agreement and may result in additional charges.

Late Payments. The Client shall pay invoices upon receipt. Failure to do so will result in a 10% late fee added to any payment received after thirty (30) days. Please see the Termination for Non-Payment section below for possible actions after thirty (30) days of non-payment.

Termination for Non-Payment. In the event that full payment of any or all fees due to RPS under this Agreement has not been received by RPS within three (3) months of the date payment is due, RPS will notify all parties hereto of the delinquent invoices. If the delinquent invoices are not paid within thirty (30) days of the delinquency notification, RPS retains the right to terminate the Agreement and all other services without the 30 days notice mentioned below and/or pursue of collections assistance through a third-party agency.

Rush Fee. Some requests needed within 24 hours may incur a ‘rush fee’ (i.e. time charged at double time). This will be communicated at the time of the request and will require the Client’s consent before moving forward with fulfillment.

Taxes. RPS shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll-type taxes applicable to such compensation.

Passwords. Should Client decide to provide RPS access to any of its business and/or personal accounts, Client does so entirely at its own risk, and Client acknowledges that it is solely and fully responsible for ensuring the security of its data. The client will be solely responsible for any loss, liability, or violations that might occur as a result of such access. Password sharing via LastPass or a comparable password manager is recommended.

Materials. 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 RPS to perform or complete the Services. The Client ensures that the necessary permissions to use provided materials have been obtained.

Thank you for trusting
Richardson Professional Solutions.
We look forward to working with you
and appreciate your business.



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Limitation of Liability. RPS will not be liable for loss of business or clients, perceived loss of business or clients, damage, or delay of a project due to circumstances beyond RPS's control. Such circumstances may include (but are not limited to) acts of God, public unrest, power outages, and inability to contact the Client. In the event of such loss, damage, or delay, RPS will make every effort to notify the Client immediately.

Warranty. RPS represents and warrants that it will perform the Services outlined above with reasonable skill and care.

Internal and Accounting Controls. We advise that the responsibility for the maintenance of a business accounting system and internal control systems rests with the Client, including the protection of and prevention against fraud as well as computer file backup. If any material weakness in the accounting system or internal control systems comes to our notice, we will advise accordingly. It is important to remember that the Client is personally responsible for the information contained in any statutory return and that the Client must retain all necessary supporting documentation to substantiate the transactions. RPS will not take responsibility for any failure on Client's behalf to maintain adequate records. It will be the Client's responsibility to ensure the completeness and accuracy of the records and information supplied and to provide explanations on any item questioned in the course of the agreement. This is necessary to ensure the accuracy of the financial information compiled under this agreement.

Term and Termination. This Agreement shall be effective for the dates listed in the separate Agreement unless terminated sooner. Either party may terminate this agreement upon thirty (30) days' written notice to the other party. If the Client terminates this agreement for any reason more than thirty (30) days before the anticipated end date, RPS shall invoice the Client for any work and/or work in progress, and for all outstanding out-of-pocket expenses, with payment due immediately upon receipt. Provided, however, that each party may terminate the Agreement immediately without prior notice in the event of a breach of this Agreement by the other party. Also, this agreement shall automatically terminate upon the death of RPS's President & Founder, Amy Richardson. In such event, Client is obligated to pay Amy Richardson's estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.

Relationship of the Parties. The Parties acknowledge and agree that the Services performed by RPS, its employees, sub-contractors, or agents shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or otherwise between the parties. It is understood by the parties that RPS is an independent contractor with respect to the Client and not an employee of the Client; therefore, the Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits.

Confidentiality. Neither Party will disclose any information of the other which comes into its possession under or in relation to this Agreement and which is of a confidential nature. RPS will not at any time or in any manner, either directly or indirectly, use for the personal benefit of RPS, or divulge, disclose, or communicate in any manner any information that is proprietary to the Client including but not limited to the customer lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets. RPS 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, RPS will return to Client all records, notes documentation, and other items that were used, created, or controlled by RPS during the term of this Agreement with the exception of items purchased by RPS and not reimbursed by the Client.

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Work Product Ownership. Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the “Work Product”) developed in whole or in part by RPS in connection with the Services shall be the exclusive property of RPS until work is paid for in full by Client. Additional options not chosen by the Client remain the property of RPS unless otherwise purchased for use. Upon request, RPS shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product paid for in full.

Appointment as a Contractor. RPS is an independent contractor, not an employee. As such, you are not held to the obligations of an employer such as annual leave, payroll tax, etc. However, the following rights are upheld, consistent with an independent contractor status: RPS has the right to perform services for others during this engagement; RPS has the sole right to control and direct the means, manner, and method by which the services are performed; RPS has the right to hire assistants, and/or use employees and contractors to provide the services required; This engagement does not create a partnership relationship; RPS nor the Client, have the authority to enter into contracts on the other’s behalf.

Non-Solicitation. Client agrees to not directly or indirectly approach, solicit, entice, or attempt to entice any employee or subcontractor of RPS during the term of this agreement and for a period of one (1) year after termination without RPS’s consent. This includes gifts of appreciation in excess of \$25 annually.

Fees. Any fees associated with an agreement do not include additional charges instituted by a third party. Examples include, but are not limited to: website domain costs, website hosting fees, accounting software subscription or payroll fees, print fees, filing fees, etc. Fees expressed in a proposal are based on an estimated number of hours of work to complete the project/work to the point that we understand it at this stage. If the scope and/or deliverables change during the course of the project, the expected fee may change and will be discussed to evaluate the continuation or termination of the project. Hours spent outside of scope work will be billed at the proper hourly rate related to the project.

Third-Party Applications. Third-party applications may be used in our efforts to serve you such as, but not limited to data conversion tools, e-mail, task tracking tools, document cloud storage, e-sign software, etc. that may store your data.

Miscellaneous. This Agreement constitutes the entire understanding between the Parties relating to the above-mentioned Services and supersedes all prior representations, negotiations, or understandings with respect to those Services. In the event of a dispute, this Agreement shall be governed by the laws in the jurisdiction of RPS (Columbia County, State of Georgia, United States of America).

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