

VIRTUAL ASSISTANT AGREEMENT

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This Virtual Assistant Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ASSISTANT LEGAL NAME], an individual or [STATE] [ENTITY TYPE] located at [ASSISTANT ADDRESS] (the "**Assistant**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] (the "**Client**").

Assistant and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage the Assistant to provide remote administrative, operational, and related support services, and the Assistant wishes to provide those services as an independent contractor on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Engagement and Scope of Services

1.1 Engagement. Client engages the Assistant to perform virtual assistant services (the "**Services**") described in **Exhibit A**. The Assistant will perform the Services with reasonable skill and care and in a professional and workmanlike manner.

1.2 Typical services. Unless **Exhibit A** states otherwise, the Services may include: (a) email and calendar management; (b) scheduling and travel coordination; (c) data entry and document preparation; (d) research and reporting; (e) customer or client correspondence under Client's guidelines; (f) light bookkeeping support or invoicing as agreed; and (g) other administrative tasks the Parties agree on.

1.3 Task management. Client will assign tasks through the agreed method (such as email, a shared task tool, or a project board). The Assistant will acknowledge tasks and communicate priorities, blockers, and realistic timelines.

1.4 Exclusions. The Services do not include professional advice the Assistant is not licensed to give (such as legal, tax, accounting, or financial advice), and do not include tasks outside **Exhibit A** unless the Parties agree in writing.

2. Hours, Availability, and Scheduling

2.1 Committed hours. The Assistant will provide approximately [NUMBER] hours per [WEEK / MONTH], or will work on a [PER-TASK / RETAINER] basis as stated in **Exhibit A**.

2.2 Working window. The Assistant will generally be available during [HOURS AND TIME ZONE], recognizing that the Assistant works remotely and may set its own schedule outside agreed availability windows, consistent with the Assistant's status as an independent contractor.

2.3 Response time. The Assistant will use reasonable efforts to acknowledge routine requests within [NUMBER] business hours and to flag urgent matters promptly.

2.4 Time off and coverage. The Assistant will give reasonable advance notice of planned unavailability and will work with Client on coverage or rescheduling of time-sensitive tasks.

2.5 Overflow and overtime. Work beyond committed hours requires Client's approval and is billed at the rate in **Exhibit A**.

3. Independent Contractor Relationship

3.1 Status. The Assistant is an independent contractor, not an employee, agent, partner, or joint venturer of Client. The Assistant controls the manner and means of performing the Services, subject to Client's reasonable standards and deadlines.

3.2 No benefits. The Assistant is not entitled to employee benefits, paid leave, or workers' compensation through Client. The Assistant is responsible for its own equipment, internet, software, and workspace unless **Exhibit A** states otherwise.

3.3 Taxes. The Assistant is responsible for its own income and self-employment taxes and will provide a completed tax form (such as a [W-9 OR LOCAL EQUIVALENT]) on request. Client may report payments as required by applicable law.

3.4 Own business. The Assistant may provide similar services to other clients, provided doing so does not breach the confidentiality or conflict provisions of this Agreement.

4. Fees and Payment Terms

4.1 Fees. Client will pay the Assistant the fees stated in **Exhibit A**, whether an hourly rate, a fixed monthly retainer, or per-task pricing, stated in [CURRENCY, e.g. US dollars] and exclusive of taxes the Assistant must collect.

4.2 Time tracking. Where the Assistant is paid hourly, the Assistant will keep reasonable records of time worked and provide them with each invoice.

4.3 Invoicing and payment. The Assistant will invoice [WEEKLY / BIWEEKLY / MONTHLY], and Client will pay each undisputed invoice within [NUMBER, e.g. 7] days of the invoice date.

4.4 Expenses. Client will reimburse reasonable, pre-approved, documented out-of-pocket expenses (such as software subscriptions or tools purchased for Client's tasks).

4.5 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, and the Assistant may pause work on [NUMBER] days' written notice for unpaid undisputed invoices.

5. Client Materials, Access, and Security

5.1 Access. Client will provide the access, logins, and tools reasonably necessary for the Services. Where possible, Client will use delegated access or password-manager sharing rather than disclosing personal credentials.

5.2 Acceptable use. The Assistant will access Client systems and data only as needed to perform the Services and will follow Client's reasonable security and data-handling policies.

5.3 Equipment and software. Unless **Exhibit A** states otherwise, the Assistant will use its own equipment and maintain reasonable security measures, including up-to-date software and account protections.

5.4 Return of access. On termination, the Assistant will return Client property, delete Client credentials from its systems, and cooperate in revoking access.

6. Confidentiality and Data Protection

6.1 Definition. "**Confidential Information**" means non-public information the Assistant accesses or receives in performing the Services, including Client business information, customer and contact data, financials, credentials, and any personal data of Client's customers or staff.

6.2 Obligations. The Assistant will use Confidential Information only to perform the Services, protect it with at least reasonable care, and not disclose it to any third party without Client's consent, except as required by law.

6.3 Personal data. The Assistant will handle any personal data only as directed by Client and in compliance with applicable data-protection laws, and will promptly notify Client of any suspected data breach.

6.4 Survival. The confidentiality obligations survive termination for so long as the information remains confidential or as required by law.

7. Intellectual Property and Work Product

7.1 Ownership of work product. Subject to Client's full payment, all documents, records, materials, and other work product the Assistant creates specifically for Client in performing the Services (the "**Work Product**") are the property of Client, and the Assistant assigns to Client all right, title, and interest in the Work Product.

7.2 Assistant tools. The Assistant retains ownership of its own templates, methods, and general-purpose tools ("**Tools**"). To the extent any Tools are embedded in the Work Product, the Assistant grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them as part of that Work Product.

7.3 Pre-existing materials. Each Party retains ownership of materials it owned before this Agreement or developed independently of it.

8. Conduct, Non-Solicitation, and Conflicts

8.1 Standard of conduct. The Assistant will act honestly, professionally, and in Client's reasonable interest, and will avoid actions that could harm Client's reputation.

8.2 Non-solicitation. During the Term and for **[NUMBER]** months after, the Assistant will not solicit Client's employees or customers using Client's Confidential Information, to the extent permitted by applicable law.

8.3 Conflicts. The Assistant will disclose any actual or potential conflict of interest and will not perform services for a direct competitor of Client in a way that creates a material conflict, where the Parties have agreed to such a restriction in **Exhibit A**.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Section, or for the fixed term stated in **Exhibit A**.

9.2 Termination for convenience. Either Party may terminate for convenience on **[NUMBER, e.g. 14]** days' prior written notice.

9.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 7] days after written notice describing the breach.

9.4 **Effect of termination.** On termination, Client will pay for all Services performed and approved expenses through the effective date, and the Assistant will deliver paid-for Work Product, return Client property and access, and cooperate in an orderly transition. Sections 6, 7, 8, 10, and 11 survive.

10. Representations, Warranties, and Indemnification

10.1 **Mutual authority.** Each Party represents that it has the authority to enter into and perform this Agreement.

10.2 **Assistant warranties.** The Assistant warrants that it will perform the Services in a professional manner and that the Work Product will not knowingly infringe a third party's rights.

10.3 **Indemnification.** Each Party will defend, indemnify, and hold the other harmless from third-party claims to the extent arising from its own breach of this Agreement, negligence, or willful misconduct. The indemnified Party will give prompt notice, allow the indemnifying Party to control the defense, and cooperate; no settlement imposing liability on the indemnified Party may be made without its consent.

11. Limitation of Liability and General Provisions

11.1 **Limitation of liability.** Except for breach of confidentiality and indemnification obligations, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total aggregate liability will not exceed the fees paid to the Assistant in the [NUMBER, e.g. 3] months before the event giving rise to the claim.

11.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

11.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

11.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets.

11.5 **Entire agreement; amendment.** This Agreement, together with its Exhibits, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

11.6 **Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect. A failure to enforce is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSISTANT	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE / N/A]	Title: [TITLE]

Date: _____

Date: _____

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