

Parties

This Agreement ("Agreement") is made between LaFavor Etc ("LAF") and (Client).

Effective Date

This Agreement becomes effective on _____, 2000.

Services

As of the effective date of this Agreement, LAF will be available to provide and will provide the following services to

Client: _____

Monthly Retainer Discounts

General non-retainer rates are as follows:

\$15 per hour: Bookkeeping, copyediting, database design, full administrative services, survey design, statistical and mathematical projects, document design, computer and software training, research. \$8 per hour: word processing, transcription, data entry, document formatting. \$38 per hour: Bulk mail services, assembly projects, hand copying, and other non-computer clerical services.

Client understands that the following are the discounts provided to LAF retainer clients:

Retainer Agreement Hours per Month Discount Relative to General Rates

- < 5 hours % discount
- 5-9 hours 8% discount
- 10-19 hours % discount
- 20-29 hours 2% discount
- 30-39 hours % discount
- 40+ hours Individually negotiated

Payment

On the effective date of this Agreement, Client will pay an initial retainer fee, calculated as \$ _____ per hour for _____ hours of work per month. Client understands that the rate of \$ _____ per hour is a discounted rate offered to retainer clients for services that LAF would normally bill at \$ _____ per hour. (See Monthly Retainer Discounts above.)

Upon receipt of this initial retainer fee, LAF will begin providing the services described above. On the last business day of each month thereafter, Client agrees to provide an additional retainer fee in the same amount for the same number of hours of service for the following month. Again, work by LAF will continue upon receipt of this retainer fee. This arrangement (retainer fee paid on the last business day of each month to cover the following month's work) will continue for as long as all three of the following apply:

1. Client wishes to continue receiving services.
2. The nature and scope of services remains the same.
3. LAF's rates remain unchanged.

Method of Payment

Client understands that for a LAF client to qualify for discounted retainer rates, that client must preauthorize LAF to obtain direct automatic payment. By signing this Agreement, Client authorizes LAF to receive direct automatic payment every month in the following manner:

By charging the payment to Client's ISA or MC credit card. Client agrees to provide LAF with needed credit card information at the signing of this Agreement.

By debiting Client's checking account. Client agrees to provide LAF with needed bank and checking account information, as well as an initial check or check-number, at the signing of this Agreement. Client understands that LAF will produce a paper check that will clear Client's bank in the same manner as other checks written by Client. However, unless Client requests otherwise, the check will carry a check number that LAF assigns. If Client wants to provide a specific check number for any given deduction, Client must provide LAF with the specified check number by noon on the date the deduction will be processed. If client's payment is declined by their bank for any reason, client will pay LAF a fee of \$25.00. Also, LAF reserves the right to cease all work for client until alternative payment arrangements are made.

When Hours Exceed or Fall Short of Client's Hour Allowance

If the services that Client requests in a given month exceed the number of hours specified in this Agreement, LAF will provide all of the services that the Client requested, and Client agrees to pay the excess hours at the general non-retainer rate (as specified under Monthly Retainer Discounts above). LAF will invoice excess hours at the end of the month in which those hours were used, and Client authorizes LAF to process automatic credit card charge or bank debit for those excess hours at the same time as the next month's payment for retainer hours. Hours not used within a given month do not carry forward to the following month, unless Client requests and LAF approves a specific arrangement for carryover of hours in a given month before the additional services are rendered. If Client observes that the number of hours used is regularly exceeding or falling short of the number of hours specified in this Agreement, Client may wish to negotiate a new retainer Agreement with a greater or lesser number of hours, and LAF will be glad to accommodate such a request. Client understands that increasing the number of hours in the retainer Agreement may lower the hourly rate and that decreasing the number of hours may raise the hourly rate. (Refer to Monthly Retainer Discounts above.)

LAF Rate Changes

When LAF increases its non-retainer rates, the rates for retainer clients will likewise increase. The retainer discounts will generally remain, but are subject to change at LAF's discretion. (Refer to Monthly Retainer Discounts above.)

Expenses

Client agrees to pay LAF for any expenses incurred in performing Client's work, including but not limited to postage, copying and printing, supplies, paper stock, label stock, and any tonies paid to outside parties on Client's behalf. If expenses are under \$50, LAF will wait until the end of the month to bill for expenses, and Client authorizes LAF to pay those expenses by charging Client's credit card or debiting Client's bank account at the same time LAF processes the next

month's payment for retainer hours. When expenses in a given month exceed \$500, Client authorizes LAF to process a separate bid-month transaction to cover those expenses. (In no case will any client mailings be delivered to the post office without prior payment of the postage amount.)

Notification of Payment Processed

Whenever any automatic transaction is processed, LAF will generate and send to the Client an invoice showing the amount processed. Invoices will be sent by e-mail in Adobe Acrobat (PDF) format unless Client requests another method.

Termination of Agreement

This Agreement may be terminated by either party giving written notice to the other. If Client terminates this Agreement, such notice will include instructions to LAF as to whether any work provided to LAF but not yet completed should be completed or returned to Client prior to completion. After all work for Client has been completed, LAF will do a final accounting. If the hours of service used in the month of termination are equal to or less than the hours specified in this Agreement, LAF will not process an additional transaction from Client's credit card or bank account for hours, and no refund will be due to Client. If there were excess hours and/or expenses in the final termination month, LAF will process a final transaction from Client's credit card or bank account covering those two items which will be processed. If LAF terminates this Agreement, LAF will return all uncompleted work to Client, and will refund to Client any unused hours in the final month, less any expenses.

Entire Agreement

This Agreement contains the entire Agreement of both the parties, and there are no other promises or conditions in any other Agreement, either oral or written. Should services be added, both parties agree to sign a new Agreement to cover all services provided as well as to provide for additional payment for increased hours of service.

By signing below, each party affirms that he/she has read and understands this Agreement.

By:

Date:

Ann LaFavor, for LaFavor Etc.

By:

Date:

XXXXXXXXXX, for XXXXXXXXXXXXXXXX