



## Service Contract

This Agreement for Administrative Services (this "Agreement") is made effective as of \_\_\_\_\_ (date), by and between \_\_\_\_\_ (your name), of \_\_\_\_\_ (address), and Rebekah & Company LLC; DBA : Admin It , of 166 Fallbrook Ave, Lafayette, LA 70506. In this Agreement, the party who is contracting to receive the services shall be referred to as "\_\_\_\_\_" (or Client), and the party who will be providing the service shall be referred to as "Rebekah & Co" or "Admin It" (or Service Provider).

In Consideration of the mutual promises set forth below, the parties agree as follows:

**Article 1: DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_ (date), Admin It, or subcontractors of Admin It, will provide Administrative Support and Services as described here and that includes accounting, clerical, secretarial, ministerial assistance and any other administrative services reasonably requested by the Client and agreed to by the Service Provider and the following services (collectively, the "Services"): Transaction Coordination, E-filing, Contract Drafting, Business Development, Graphic Design, Sitting in on functions on behalf of Client, and anything else that the Client may need help with in regards to the Client's real estate business.

**Article 2: MUTUAL OBLIGATIONS.** Both Service Provider and the Client agree that they will take all steps necessary and reasonably required, at their own expertise to:

- a. designate key individuals to perform its obligations herein;
- b. conduct periodic meetings of key individuals and others as required;
- c. fully cooperate with all reasonable requests for assistance, and
- d. take such further steps and execute documents found reasonably necessary.

In addition all efforts will be taken by the parties in resolving any problems arising in the Services.

**Article 3: SERVICE PROVIDER'S FEE.** In consideration of the services to be performed by the Service Provider, the Client agrees to compensate the Service Provider for the services rendered as follows:

Service Providers's fee for services specified in Paragraph I, above, and for any additional services, may be charged at Service Provider's standard rate of \$15.00- \$25.00 or a flat fee specified on attached "Agent Service List".

Any additional services not specified on Paragraph I, above, may be charged to the Client on an hourly rate basis at Service Provider's standard hourly rate of \$15.00-\$25.00 per hour.

A late fee of \$15 will be invoiced to Client after 15 days of non payment activity on an invoice, and will continue every 15 days until payment is submitted for said invoice. (Credit cards may be kept on file to avoid late fee's)

**Article 4: TERM/ TERMINATION.** This Agreement may be terminated by either party upon 3 days of written notice to the other party.

**Article 5: RELATIONSHIP OF PARTIES.** It is understood by the parties that Admin It is an independent contractor with respect to Client, and not an employee of Client. It is further understood that Admin It frequently contracts out services to subcontractors and that the subcontractors are not an employee of Admin It. Subcontractors performing work on behalf of Admin It to Client are not an employee of Client.

Client will not provide fringe benefits including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Admin It or Admin It's subcontractors.

**Article 6: WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the “Work Product”) developed in whole or in part by Admin It in connection with the Services shall be non exclusive property of Client. Upon request, Admin It shall sign all documents necessary to transfer exclusive ownership of Client to the Work Product. It is further understood that any work produced by Admin It or a subcontractor on behalf of Admin It may use the product for marketing, portfolio, or demonstration purposes.

**Article 7: CONFIDENTIALITY.** Admin It or subcontractors of Admin It will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Admin It or subcontractors of Admin It, or divulge, disclose, or communicate in any manner any information that is proprietary to Client in any manner other than what is listed above in WORK PRODUCT OWNERSHIP.

Admin It and subcontractors of Admin It will protect such information and treat it as strictly confidential. This provision shall continue and be effective after the termination of this Agreement. Upon termination of this Agreement, Admin It and/or or subcontractors of Admin It will return to Client all records, notes, documentation and other items that were used, created, or controlled by Admin It or subcontractors of Admin It during the term of the Agreement.

**Article 8: OTHER TERMS AND CONDITIONS:**

If it is necessary to have access to Client’s MLS to perform duties specified by Client, Client will take necessary steps to provide Admin It, or subcontractors of Admin It, Super User access to their MLS by contacting the RAA.

**Article 9: ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**Article 10: LIABILITY.** Client shall release, defend, indemnify and hold harmless Admin It, its subcontractors and affiliates and their employees performing services under this Agreement against all claims, liabilities, fees, loss or expense . . . arising out of or in connection with this Agreement or the Work to be performed hereunder, including losses attributable to Admin It’s or subcontractors of Admin It’s negligence. This limitation shall survive the termination of this Agreement.

**Article 11: SEVERABILITY.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Article 12: ARBITRATION**

If any dispute arises under this Agreement, it will be settled by binding arbitration in accordance with the provisions of this Article 12. Arbitration proceedings will be conducted in Lafayette, Louisiana before a single arbitrator selected by the parties using the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect, but the matter will not be submitted to AAA for administration. In the event of a conflict between this provision and the Commercial Arbitration Rules of the American Arbitration Association, this provision will govern. Any party may compel arbitration by giving notice to the other parties. If the parties cannot agree on the identity of a single arbitrator within 15 days after delivery of the arbitration notice, each of them will appoint one arbitrator and the party-appointed arbitrators will appoint, within ten days of the appointment of the last to be appointed, an arbitrator, who will serve as the sole arbitrator. If a party fails to timely appoint an arbitrator, that party will be deemed to have waived its right to appoint an arbitrator and the arbitrator will be appointed by the arbitrators appointed by the other parties. If the party-appointed arbitrators fail to appoint the sole

arbitrator within the time provided, then the sole arbitrator will be appointed by the chief judge of the 15th Judicial District Court in Lafayette, Louisiana sitting at the time. No arbitrator (including the arbitrators who may be appointed by the parties in the dispute) will be related to or affiliated with, or have represented in a legal capacity, any party. The arbitrator will establish a schedule for the proceedings that will include a discovery period not to exceed 60 days, and will issue a final decision in writing. The arbitrator will have full authority to render any ruling in law or in equity, including without limitation, equitable remedies and specific performance of any obligation under this Agreement. The decision of the arbitrator will be final and binding on the parties and may be enforced in any court having jurisdiction. Each party will advance an equal share of the arbitrator's fees and the administrative fees of arbitration. But the arbitrator will award to the prevailing party or parties all of the prevailing party or parties' costs and attorney fees.

The parties acknowledge that a breach of or a default under any of the terms and conditions of this Agreement may, in some cases, result in irreparable harm, and in such case, any remedies that the parties may have at law may be insufficient. Accordingly, the parties agree that in the case of a breach or default that could cause irreparable harm, nothing contained in this Article 21 will deny the aggrieved party of the right to seek injunctive relief in any court having jurisdiction.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Louisiana.

**SIGNATORIES.** This Agreement shall be signed by \_\_\_\_\_ (client name) on behalf of \_\_\_\_\_ (client name/ company) and by \_\_\_\_\_ (contractor/subcontractor) , on behalf of Admin It. This Agreement is effective as of the first date above written.

**CLIENT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**SERVICE PROVIDER:**

Admin It , or subcontractor of Admin It

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Disclaimer**

I understand and acknowledge that the contractor or subcontractor assigned to a service provided by Admin It may be licensed or unlicensed. I further acknowledge and understand that the subcontractor providing a service may or may not be insured under my Errors and Omissions Insurance or my Firm's Errors and Omissions Policy. I understand it is my sole responsibility to make such inquires in regards to having an assistant to my insurance provider.

Agent : \_\_\_\_\_ Date : \_\_\_\_\_

Admin It/ Subcontractor : \_\_\_\_\_ Date : \_\_\_\_\_

## FULL LIST OF SERVICES

<b>Transaction Coordination</b>	\$250
• writing up contracts under agent dashboard • taking the accepted contract through the entire process while communicating with all parties to result in a smooth transaction	
<b>Listing Coordination</b>	\$125
• preparing listing documents and sending through signing under agent dashboard • uploading MLS listing information to the MLS, including required documents and pictures • upload to e-file and ensure compliance • updating status changes in the MLS	
<b>Listing Tasks</b>	\$75
• Realtor sends the listing documents already signed uploading MLS listing information to the MLS, including required documents and pictures • upload to efile and ensure compliance	
<b>Contract Write Up</b>	\$20
• Realtor sends contract and contact info, we draw up the contract and send off for signing under agents dashboard • Great if you are on the road and away from devices!	
<b>E-File Upload</b>	\$20
• Realtor sends all documents to us pertaining to the transaction and we will upload to the e-file system the broker has in place. We will also review compliance of the documents before your broker does.	
<b>Graphic Design &amp; Business Development</b>	\$20
• logo's • web based design • open house flyers • templates • email signatures • and more!	
<b>Sit In's</b>	\$25 + \$0.58/mi
• whether you need someone to fill in for you on an inspection, appraisal, showing, closing-- you name it, we got you!	
<b>Training Your Team</b>	\$25
• If you have an assistant or about to hire, but you don't have the time to sit with them and train them on the fundamental of this business, we do that too.	
<b>Mobile Notary</b>	\$25
\$25 for the first page +\$10 for every page after that needs to be stamped + \$0.58/ mile	
<b>Social Media Coordination</b>	\$20
• social media posting to one or multiple platforms either by a single property plan or executing a marketing plan.	
<b>Virtual Staging</b>	\$30/image
•see <a href="#">Virtual Staging Portfolio</a> for examples.	

**INQUIRE ABOUT OTHER.**

# HOURS OF OPERATION

<b>Monday - Friday</b> *8:30am-7:30pm*	\$20/hr, \$25 for showings, inspections, etc
<b>Sat-Sun</b> *10am-5pm*	\$25/hr, \$25 for showings, inspections, etc
<b>Holidays</b> *anytime*	\$45/hr
<b>After hours</b>	\$25/hr, \$45 for showings, inspections, etc

•Transaction Coordination fees are \$250 at closing. ((w/ \$15 deductions allowed per item not completed by Contractor)

•Listing Coordination fees are \$125 due after LIVE on MLS (w/ \$15 deductions allowed per item not completed by Contractor)

***\*\*Invoices are sent on Thursday, please pay online to prevent late fees\*\****