

OrgaNice, LLC Client Agreement

OrgaNice 4471 Reindeer Ln, Eagan, MN 55123 (612) 298-1656 www.organicemn.com

AGREEMENT

CLIENT CONTACT INFORMATION	
Name(s):	
Address:	
E-mail:	
Home or Office Phone(if applicable):	
Cell Phone:	

Thank you for your interest in OrgaNice. Please review the following Terms and Conditions, which provide the basis for our working relationship. OrgaNice refers to Kielyn Simonson, as well as to all contractors working on OrgaNice's behalf.

WELCOME TO ORGANICE

Working with a professional organizer is an exciting and rewarding experience. The best organizer-client relationships are based on a collaboration of ideas, resulting in an organizing action plan that can be implemented over the course of the working relationship. OrgaNice strives to tailor the system to the Client so that the system can be maintained on an ongoing basis.

NAPO CODES OF ETHICS

As a Professional Organizer, OrgaNice abides by the Code of Ethics of the National Association of Professional Organizers:

- To treat the client with integrity, competence, and objectivity, and to show each client respect and courtesy;
- To offer services in those areas for which OrgaNice is qualified, and to accurately represent those qualifications;
- To make recommendations for products and services with the client's best interest in mind;

To treat client information and property with confidentiality, and to use proprietary information only with permission.

PAYMENT FOR ORGANIZING SERVICES & SUPPLIES

This Agreement is for organizing services only, which may be conducted on site or at the office of OrgaNice, depending on the needs of the Client. Organizing services do not include the cost of supplies or products that may be used to complete the project. If it is agreed that OrgaNice will obtain necessary supplies, then such supplies or products will be ordered by OrgaNice via the Internet and directly delivered to Client's location, or purchased by OrgaNice and brought to the session for project completion.

Client may pay for purchases directly by providing a credit card, or will be responsible for reimbursing OrgaNice upon presentation of purchase receipt. If Client provides a credit card, OrgaNice agrees to use Client's credit card information only to purchase pre-approved supplies and products on behalf of Client. OrgaNice agrees to maintain the confidentiality of Client's credit card information and to destroy such information after completion of the purchase or order. If agreed that OrgaNice is responsible for securing supplies and products, a shopping and delivery charge of \$75 will be added to Client's invoice. OrgaNice assumes no liability for the quality of items or services purchased for the Client.

DONATION OF CLIENT'S PROPERTY

Client will make all decisions regarding donation of property. With Client's approval, OrgaNice will transport items to be donated to charity, and Client will not hold OrgaNice liable for those items. If Client provides a self-addressed stamped envelope, Client will be sent a receipt for such donated items by the charitable organization or will be provided the receipt at subsequent appointments. Client acknowledges that he or she is responsible for itemizing and valuing such donations for tax purposes.

DISPOSAL OF CLIENT'S PROPERTY

All materials selected for destruction and shredding will be approved by Client and Client will not hold OrgaNice liable for those items. If Client has a preferred disposal partner, OrgaNice will work with them to ensure that materials are disposed of appropriately. If OrgaNice is providing photo organizing services, Client acknowledges that OrgaNice uses its discretion to delete photos that are of extremely poor quality, as well as duplicates.

GOOD FAITH ESTIMATE

If this Agreement includes a good faith estimate of the length of time necessary to complete the project, OrgaNice will make every effort to complete the project within the estimated time period. However, the actual time needed may vary depending on the circumstances, including the Client's ability to quickly make decisions and fully participate in the organizing process. Client is responsible for payment of services exceeding the estimate.

TRAVEL POLICY

If the client resides more than 45 minutes from OrgaNice, a travel fee will apply at the rate of half the hourly rate per each hour of additional travel time.



PAYMENT TERMS

Consultation Fee	\$95 (applies for in-person consults only)
Hourly Rate	\$75

Payment is due at the end of each organizing session for the hours covered in that session, unless otherwise agreed. Payment may be made by cash, check, credit card or Venmo. Client is fully responsible for any bank charges incurred by OrgaNice due to insufficient account funds.

CLIENT COOPERATION

Client realizes that organizing projects may take more time depending on Client's attention and decision-making ability. Unless otherwise agreed, Client is required to be present during sessions. Client will make best efforts to minimize disruptions during sessions. Client will alert OrgaNice of any medical or health concerns that OrgaNice may be exposed to during on-site work. Client will remove and secure any firearms from work areas before work begins, and make all efforts to secure safety of work areas with regard to pest infestations and other health and safety issues.

CANCELLATION

Cancellation of a scheduled session must be done at least 48 hours in advance (except in the event of an emergency), and must be done by telephone or email. OrgaNice will then reschedule your session for a mutually convenient date and time. If not cancelled at least 48 hours in advance, Client is responsible for payment of half of the entire scheduled session (if Client has not pre-paid for services), or will forfeit that particular session if Client has purchased a package. Since it can be very difficult to fill sessions at the last minute, it would be appreciated if cancellations are reserved for emergencies. If Client cancellations become a pattern, OrgaNice reserves the right to discontinue services.

CONFIDENTIALITY

OrgaNice values the trust of its clients and, accordingly, agrees to maintain the confidentiality of all information about the client learned through the performance of services. Therefore, OrgaNice agrees only to release information with the consent of its clients, except as federal, state, or local law, rule, or regulation requires disclosure or release of such files or information, or if such files or information are lawfully subpoenaed. OrgaNice will also not divulge that Client is in fact a client, as a courtesy for Client's privacy, unless Client gives permission. Client may, however, feel free to tell others that he or she is working with OrgaNice. All of the clients listed on OrgaNice's website have granted permission to list them as a client or have submitted a testimonial for OrgaNice to use in the marketing of its business and services.

HANDLING CLIENT'S FINANCIAL PROPERTY OR TRANSACTIONS

If Client entrusts OrgaNice with financial property, such as checks to be deposited, Client will provide OrgaNice with a stamp stating "For Deposit Only" and deposit slips with Client's bank account number, with no signature being necessary for deposits. If Client desires OrgaNice to have any substantial responsibility with regard to financial transactions, Client agrees to present OrgaNice with Power of Attorney documents granting OrgaNice additional authority beyond the scope of this Agreement. If Client provides a credit card, user name, or passwords to OrgaNice, OrgaNice agrees to use such information only to purchase pre-approved supplies, products or services on behalf of Client, or to complete Client projects. OrgaNice agrees to maintain the confidentiality of Client's credit card, user names and passwords and to destroy such information after completion of the approved transaction or project.

PARAMETERS OF RELATIONSHIP

OrgaNice is not qualified to provide legal, tax, accounting or financial advice, and the information provided to you by OrgaNice is not intended as such. Client should refer all legal, tax, accounting, and financially related inquiries to appropriately qualified professionals.

REFERRAL TO VENDORS

When appropriate to the Client project or when requested by Client, OrgaNice may make referrals to vendors that it is familiar with, has had a good referral relationship with, and that other clients have been satisfied with. Referrals to vendors are provided as a courtesy. Client retains the discretion and makes the final decision whether or not to hire a referred vendor and agrees that it is his or her responsibility to investigate them first. OrgaNice asserts that it does not receive a commission for the referral, or if it does, it has fully disclosed such affiliate program to Client. OrgaNice is not liable or responsible for the work that any subcontractor does for Client, the fees set, or collection of payment. The terms and fees are set up between the Client and the subcontractor exclusively.

TERMINATION OF AGREEMENT

This Agreement shall be effective on the date signed and shall continue until terminated by the parties. If the Client terminates this agreement for any reason before the scheduled completion date, the Client will reimburse OrgaNice for all outstanding payments and out-of-pocket expenses.

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.

SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

GOVERNING STATE LAW AND USE OF ALTERNATIVE DISPUTE RESOLUTION

The laws of the State of Minnesota shall govern this Agreement, and the parties agree that if a dispute should arise, they will make best efforts to settle the matter amicably without resort to legal action. If the parties do not reach settlement, they will submit the matter to a mediator or ar-



bitrator for alternative dispute resolution. As a last resort, the parties agree that if court intervention is necessary, the venue selected will be Dakota County, in the state of Minnesota.

DESCRIPTION OF ORGANIZING PROJECT	
Target Areas	Estimated Hours to Complete
Other Amendments, Agreements or Custom Se	ervices:
Please indicate your agreement with the above terms a ing a copy to OrgaNice prior to the commencement of married couple or domestic partnership, both must ind Client is a minor under the age of 18, this Agreement guardian on behalf of the minor.	`services. Please note that if Client is a licate agreement by signing below. If
Signature for Client:	
Date:	
Signature for OrgaNice:	-
Date:	