



# VIRTUAL ADMINISTRATIVE ASSISTANTS

@ YOUR SERVICE SO YOU CAN RUN YOUR BUSINESS

1027 S VANDEVENTER AVE 6TH FL ♦ ST LOUIS MO 63110 ♦ P314.244.3558 F314.244.3559 ♦ VIRTUAL-ASSISTANT-ANSWERS.COM

## VIRTUAL RECEPTIONIST SERVICES AGREEMENT

### ***Company / Billing Information***

Company Name: \_\_\_\_\_ Tax ID/EIN/SSN: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ C/S/Z: \_\_\_\_\_  
Physical Address: \_\_\_\_\_ C/S/Z: \_\_\_\_\_  
Office Hrs *(incl. Time Zone)*: \_\_\_\_\_ Payment:  Credit Card (Paypal)  Check  Free Trial  
Contact Name: \_\_\_\_\_ *(Auto/Pre Pay clients enjoy 10% discount)*  
Contact Phone: \_\_\_\_\_  
Contact Alt Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

### ***Select Your Package*** *(Non-refundable \$40 set-up fee required)*

**50 Call Package:** *(2-3 calls per day)*  **100 Call Package:** *(ave 5 calls/day)*  **200 Call Package:** *(ave 10 calls/day)*  
**Auto/Pre Pay \$125/month reg \$140**    **Auto/Pre Pay \$225/month reg \$250**    **Auto/Pre Pay \$400/month reg \$445**

- \*Add toll free number to any package for additional \$10/month *(additional \$10 set-up fee required)*  
 \*Add personal fax number with unlimited internet faxing for \$10/month *(additional \$10 set-up fee required)*  
*\*Toll-free number and fax service not available during free trial periods*

### ***Service Plan Information***

- Up to 3 minutes/call included. Use your minutes however you like ~ take messages, schedule appointments, give information, all of the above or something custom ~ the choice is yours! Select your call handling options below.
- Overages: \$2 per each additional call; \$2 ea. additional minute or any part thereof
- Normal answering hours: 9:00am-5:00pm CST Monday thru Friday

### ***Call Handling Information***

- Call Handling Options: Your receptionist can forward calls to you wherever you are, take messages for you, or forward callers to your voice-mail which will be automatically emailed to you to download and listen to on your computer! Select Options:
  - Live Call Patched:  Direct to You, or  Voice-Mail (VM)
  - Messages:  Saved for your call retrieval  Sent to VM  Faxed  Sent via Email
- After Hours/Weekend Calls:
  - VM messages can be emailed to you, as a downloadable .wav file, as they are received, or
  - VAA can return messages for you during normal answering hours *(counts towards monthly call & minute allowance)*
- Script *(how would you like us to greet your callers? If you need assistance writing, just ask!)*

*(continue to Terms and Conditions on reverse)*

Updated: 2/3/2011

# Virtual Receptionist Service Terms and Conditions

1. **SERVICES:** This Agreement and all requests for services are subject to the approval of Virtual Administrative Assistants, LLC ("VAA"). Service is provided for use only by Client and Client's authorized agents. Client agrees not to sell, transfer or otherwise make available the service to any third parties without the prior written approval of VAA. Client agrees not to use services for any unlawful purpose and only use the services in accordance with the Terms and Conditions of this Agreement. VAA reserves the right to immediately restrict or disconnect Client's service, without notice, for any violation thereof.

VAA will make every reasonable effort to accommodate reasonable alterations to original service plan details during the Agreement term. Client agrees to give VAA at least seven (7) business days prior written notice before any known increases in call volume and at least (3) business days prior written notice before any script or call handling alterations will be implemented by VAA. VAA reserves the right to periodically review and change Client's plan to a rate plan that more appropriately matches usage of service effective the following recurring monthly billing cycle. VAA agrees to notify Client of such change at least three (3) business days prior to such change.

Unless otherwise arranged by VAA and client, all telephone numbers and phone units provided or arranged by VAA remain the property of VAA upon termination of services. The service is proprietary to and the property of VAA. The title thereto remains in VAA. All applicable rights in copyrights, trademarks, and trade secrets in the service are owned by VAA.

2. **TERM AND TERMINATION:** This Agreement shall be in effect for a minimum term of one (1) month and will remain in force on a month-to-month basis thereafter until terminated by either party upon seven (7) days confirmed written notice.
3. **BILLING AND PAYMENT:** Client is responsible for payment of all charges for any services performed by VAA on Client's behalf. Payments are due in VAA's offices on or before the due date. If bills are not paid by the due date, a late fee in the amount of ten dollars (\$10) will be applied to Client's account. Client agrees that a late fee is a reasonable pre-estimate of VAA's damages for late payments. Client will be assessed a charge of twenty-five dollars (\$25) for each unhonored payment occurrence. All monthly recurring charges are billed and due in advance. All usage charges in excess of the monthly allowances are billed during the month on a periodic basis not more frequently than weekly. VAA reserves the right to increase any of its rates or charges at any time upon thirty (30) days notice. All clients choosing to pay invoices in full before the 1st day of each service month enjoy a 10% discount on their service plan fee ONLY.

If Client fails to pay any bill within seven (7) days of its due date, VAA may restrict or terminate Client's services under this Agreement without written notice. Once account is brought current, Client must pay a reconnection fee of forty dollars (\$40) for restoration of Client's service. Client understands and agrees that Client's responsibility of payment for all charges survives any termination of this Agreement.

4. **DISPUTE RESOLUTION:** Client agrees to send VAA written notice of any dispute concerning Client's charges within thirty (30) days after the statement date, or such statement shall be deemed to be correct and payable in full. Client will provide VAA detailed information regarding any dispute and agrees to cooperate with VAA in an investigation of disputed matters. If VAA initiates legal proceedings to collect any amount due hereunder and VAA substantially prevails in such proceedings, then Client agrees to pay VAA's costs and reasonable attorneys' fees in such proceedings and any appeals. Client waives any and all rights to a jury trial in connection with any proceedings concerning this Agreement and the services provided by VAA.

5. **LIMITED WARRANTIES, REMEDIES, AND DAMAGES:** VAA does not warrant that it will have sufficient resources to handle unexpected increases in call volumes. VAA does not warrant that the service is error-free, or will operate without delays or interruptions. VAA is not responsible for transmission errors, corruption of data, or the security of information carried over telecommunication services. Subject to the foregoing limitations, VAA will use commercially reasonable efforts to provide the services, and if VAA fails to do so, Client's sole remedy will be, at VAA's sole discretion, either: (1) the correction of the failure to provide the services, or (2) a refund of the monthly recurring charges paid to VAA by Client for such services during the period of time that the services were affected. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VAA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. VAA SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY HEREUNDER WILL BE LIMITED TO DIRECT DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOST REVENUE, OR LOSS OF GOODWILL) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT. VAA'S ENTIRE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY CLIENT TO VAA FOR SUCH SERVICE DURING THE TWELVE (12) MONTHS PRECEDING SUCH FAILURE TO PROVIDE THE SERVICE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES ARE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

6. The provisions of the Agreement will be deemed severable, and the invalidity or un-enforceability of any provision will not affect the validity or enforceability of any other provision. The Terms and Conditions of this Agreement may be amended or waived only by a written instrument signed by the parties. All Terms and Conditions will survive any termination of service.

*"Virtual Administrative Assistants, LLC is hereby authorized to be my answering service and to act as my agent in matters relating to answering, messaging, and telecommunication services. I agree to the Terms and Conditions of service, and I agree to pay all charges as per terms. I understand that my use of any service provided by Virtual Administrative Assistants, LLC constitutes acceptance of these Terms and Conditions. I authorize Virtual Administrative Assistants, LLC to verify the information given in this Agreement and to receive and exchange credit information concerning this account both now and in the future."*

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank you! We will be in touch with you shortly to confirm receipt and get to know you and your company better.**