

VIRTUAL ASSISTANT AGREEMENT

1. 1. Parties

This Virtual Assistant Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"), and [ASSISTANT NAME], located at [ASSISTANT ADDRESS] (the "Assistant"). The Client and the Assistant are referred to individually as a "Party" and together as the "Parties." Primary communication will take place through [COMMUNICATION CHANNELS, e.g., email, project management tool, chat platform], and notices under this Agreement are effective when delivered to [CLIENT EMAIL] and [ASSISTANT EMAIL]. Each Party represents that it is entering into this Agreement on its own behalf and has authority to do so.

2. 2. Services and Task Categories

The Assistant will perform the following services: [TASK CATEGORIES, e.g., inbox management and triage, calendar scheduling and coordination, travel booking, data entry and CRM updates, research and summaries, invoice preparation, customer support responses, social media scheduling, document formatting]. Tasks will be assigned through [TASK SYSTEM, e.g., a shared task board, a recurring checklist, or written requests] and will be prioritized by the Client. The Assistant will follow the written standard operating procedures supplied by the Client and will flag any task that appears to fall outside the agreed categories rather than declining it silently. The following are excluded from the Services: [EXCLUDED TASKS, e.g., bookkeeping and reconciliation, tax filings, legal drafting, medical or licensed professional advice, tasks requiring a license the Assistant does not hold].

3. 3. Hours, Availability, and Time Zone

The Assistant will provide approximately [WEEKLY HOURS] hours per week, distributed as [SCHEDULE, e.g., Monday to Friday, four hours per day]. Core availability, during which the Assistant will be reachable for live communication, is [CORE HOURS] in the [GOVERNING TIME ZONE], which governs all deadlines under this Agreement. Outside core hours the Assistant will respond to messages within [RESPONSE TIME, e.g., one business day]. The Assistant will give at least [TIME OFF NOTICE, e.g., seven days] notice of planned unavailability and will notify the Client as soon as practical of unplanned absence, and the Parties will agree coverage or reprioritization for any absence exceeding [ABSENCE THRESHOLD, e.g., two consecutive working days]. The Assistant is not expected to be available on [HOLIDAYS OR NON-WORKING DAYS] unless separately agreed.

4. 4. Compensation and Time Tracking

The Client will pay the Assistant [COMPENSATION, e.g., HOURLY RATE per hour, or a fixed monthly fee of AMOUNT for the hours in Section 3]. Where compensation is hourly, the Assistant will record time in increments of [TIME INCREMENT] using [TIME TRACKING METHOD] and will submit a time summary with each invoice showing tasks and hours. The Assistant will not exceed [MAXIMUM HOURS] in any week without prior written approval, and will notify the Client when weekly usage reaches [HOURS ALERT THRESHOLD, e.g., 80 percent] of the agreed hours. Where a fixed monthly fee applies, hours in excess of the agreed monthly total are billed at [OVERAGE RATE] with prior approval, and unused hours [ROLLOVER RULE, e.g., do not roll over to the following month]. Rates are firm through [RATE REVIEW DATE] and may be adjusted afterward by written agreement with at least [RATE CHANGE NOTICE, e.g., 30 days] notice.

5. 5. Invoicing and Payment Terms

The Assistant will invoice [INVOICE FREQUENCY, e.g., every two weeks or monthly] and payment is due within

[PAYMENT TERM, e.g., seven days] of the invoice date by [PAYMENT METHOD]. Any transfer, currency conversion, or platform fees charged on payments are [FEE RESPONSIBILITY, e.g., the responsibility of the Client] unless stated otherwise on the invoice. Amounts not paid when due accrue a late charge of [LATE FEE AMOUNT OR PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Assistant may pause work after written notice if payment is more than [SUSPENSION PERIOD, e.g., seven days] past due. All amounts are stated in [CURRENCY]. The Client will raise any dispute about hours or invoices in writing within [DISPUTE WINDOW, e.g., five business days] of receipt and will pay all undisputed amounts on time.

6. 6. Account Access, Credentials, and Security

The Client will grant the Assistant access only to the accounts and systems required for the Services, using individual named accounts and role-based permissions wherever the platform supports them. Credentials will be shared exclusively through [CREDENTIAL METHOD, e.g., a shared password manager vault] and will never be sent by email, chat, or text message. The Assistant will use a device with [SECURITY REQUIREMENTS, e.g., an up-to-date operating system, full-disk encryption, screen lock, and antivirus protection], will enable two-factor authentication where available, and will not store Client credentials in a browser on a shared or public device. The Assistant will not share access with any third party, including family members or subcontractors, without prior written approval from the Client. The Assistant will report any suspected security incident, phishing attempt, or unauthorized access to the Client within [SECURITY NOTICE PERIOD, e.g., 24 hours] of becoming aware of it.

7. 7. Authority Limits and Financial Transactions

The Assistant acts only within the authority expressly granted by the Client and may not enter into contracts, make commitments, or hold the Client out as bound to any obligation without written authorization. The Assistant will not initiate payments, transfers, refunds, purchases, or subscription changes except as expressly authorized, and any single transaction above [TRANSACTION APPROVAL LIMIT] requires written approval in advance. Where the Assistant is authorized to make purchases, the Assistant will use the payment method designated by the Client, will retain receipts, and will provide a reconciliation with each invoice. The Assistant will not use Client accounts, credit, subscriptions, or resources for personal purposes. Any request that appears unusual, urgent, or inconsistent with normal practice, particularly involving payments or credential changes, will be confirmed with the Client through a second channel before action.

8. 8. Independent Contractor Status

The Assistant is an independent contractor and not an employee, partner, or agent of the Client. The Assistant supplies their own computer, internet connection, software, and workspace, controls how the work is performed within the agreed availability windows, and may provide services to other clients provided that doing so does not create a conflict or breach the confidentiality obligations here. The Assistant is solely responsible for all income and self-employment taxes, business registrations, and any insurance relating to their business, and the Client will not withhold taxes or provide employee benefits, paid leave, workers compensation, or unemployment coverage. Nothing in this Agreement creates an employment relationship, and neither Party will represent to any third party that one exists. The Assistant may not delegate or subcontract the Services without prior written consent of the Client.

9. 9. Confidentiality and Privacy

The Assistant will treat all information encountered in performing the Services as confidential, including correspondence, contacts, customer records, pricing, financial data, business plans, personal information about the Client and their family or staff, and the existence and content of communications. The Assistant will use that

information only to perform the Services and will not disclose it to anyone, discuss it publicly, or reference it on social media, in a portfolio, or in a testimonial without prior written permission. Personal data belonging to customers or contacts of the Client will be handled only as instructed by the Client, will not be exported or copied to personal storage, and will be deleted from Assistant devices at the end of this Agreement. These obligations continue indefinitely for trade secrets and for [CONFIDENTIALITY PERIOD, e.g., three years] after termination for all other Confidential Information. The obligations do not apply to information that is public through no fault of the Assistant or that must be disclosed by law.

10. 10. Ownership of Work Product and Files

All documents, spreadsheets, templates, process notes, content, contact lists, and other materials the Assistant creates or maintains for the Client in the course of the Services are the property of the Client on creation, and the Assistant assigns to the Client all right, title, and interest in them, including copyright, subject to payment of amounts due. All files will be stored in Client-controlled systems such as [CLIENT STORAGE SYSTEMS] rather than in personal accounts of the Assistant. The Assistant retains ownership of general templates, checklists, and methods they developed independently and used to perform the Services, and grants the Client a perpetual, non-exclusive, royalty-free license to use them as embedded in the delivered materials. On termination the Assistant will transfer or delete all Client files held outside Client-controlled systems and will confirm deletion in writing. The Assistant may describe the role generically in their own marketing but may not identify the Client without written consent.

11. 11. Performance, Feedback, and Corrections

The Client will provide feedback on task quality through [FEEDBACK CHANNEL] and the Parties will hold a check-in [CHECK-IN CADENCE, e.g., weekly or monthly] to review priorities, workload, and process improvements. If a task is completed incorrectly and the error falls within the agreed instructions, the Assistant will correct it promptly at no additional charge. Errors arising from incomplete, unclear, or incorrect instructions from the Client are not chargeable to the Assistant and any corrective work is billable. The Assistant will maintain and update written procedures for recurring tasks in [PROCEDURE LOCATION] so the work can be continued by another person if needed. Repeated performance issues raised in writing and not resolved within [IMPROVEMENT PERIOD, e.g., 14 days] are grounds for termination under Section 12.

12. 12. Term, Termination, and Offboarding

This Agreement begins on [START DATE] and continues on a rolling basis until terminated. Either Party may terminate for convenience by giving [TERMINATION NOTICE, e.g., 14 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., five days] after written notice. The Client may terminate immediately and revoke access without notice in the event of a security breach, unauthorized transaction, or breach of confidentiality by the Assistant. On termination the Client will pay for all hours worked and approved expenses through the termination date, and the Assistant will complete offboarding within [OFFBOARDING PERIOD, e.g., five business days] by handing over in-progress work, updating procedure documentation, transferring files to Client-controlled systems, and confirming deletion of Client data from personal devices. The Client is responsible for revoking access to all accounts, and the Assistant will not attempt to access any Client system after the termination date.

13. 13. Liability, Indemnification, and General Provisions

Each Party will perform its obligations with reasonable care, and neither Party is liable to the other for indirect, incidental, consequential, or punitive damages or lost profits. Except for breach of confidentiality, unauthorized financial transactions, or willful misconduct, the total liability of the Assistant under this Agreement will not

exceed the total fees paid by the Client in the [LIABILITY CAP PERIOD, e.g., three months] preceding the event giving rise to the claim. Each Party will indemnify the other against third-party claims arising from its own negligence, willful misconduct, or breach of this Agreement. This Agreement is governed by the laws of the State of [GOVERNING STATE], disputes will be resolved first through good-faith discussion and then in the courts located in [VENUE COUNTY AND STATE], and this document is the entire agreement between the Parties, amendable only in writing signed by both. Neither Party may assign this Agreement without written consent, an unenforceable provision will be limited rather than voiding the rest, and neither Party is liable for delay caused by events beyond reasonable control, including extended power or internet outages.

14. 14. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT SIGNER NAME].

Title: [TITLE]. Date: [DATE]. ASSISTANT: [ASSISTANT NAME]. Signature: _____.

Printed Name: [ASSISTANT SIGNER NAME]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

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