

THIS SERVICE AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2012  
BETWEEN:

AND

My Gal Friday of:  
1522 N. Fairfax Ave.  
Los Angeles, CA 90046  
(the "service Provider")

Service Agreement

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer
- B. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement

- 1. The Customer hereby agrees to engage the Service Provider for \_\_\_\_ hours to provide the

Customer with services consisting of general personal assistance services, including personal shopping, errand, courier, organizational and other services as the Customer and the Service Provider may agree upon from time to time (the "services"), and the Service Provider hereby agrees to provide the Services to the Customer. the Customer, agrees to hire My Gal Friday, the Service Provider, for hours to be agreed upon by both parties. Additional hours of the Services will be provided upon written consent of both parties.

Term of Agreement

- 2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for a period of 12 months, with the said term being capable of extension or cancellation by mutual written agreement of the parties.

Performance

- 3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 4. For the services provided by the service provider under this Agreement, the Customer will pay to the Service Provider compensation at a rate of \$40.00 per

Hour for \_\_\_\_\_ Hours of service (\$\_\_\_\_\_). Compensation is due immediately upon signing and before work is to commence.

#### Additional Compensation

5. The Customer will provide additional compensation as follows. My Gal Friday, the Service Provider, agrees to provide PERSONAL ASSISTANCE SERVICES at the said rate

of 40.00 per hour. This does not include additional services including, but not limited to, interior design, handyman services, art consulting, personal chef services, et cetera. The rate for additional services will be decided and agreed upon by the Service Provider and the Customer upon request of services.

#### Expenses

#### 5. Reimbursements:

\_\_\_\_\_The Service Provider will be reimbursed from time to time for all reasonable and

necessary expenses incurred by the Service Provider in connection with providing the Services hereunder. The Service provider

will furnish statements and vouchers to the Customer for all such expenses.

\_\_\_\_\_The Customer agrees to pay the Service Provider \$.59/Mile for every mile driven during service.

#### Confidentiality

7. The Service Provider acknowledges that a material term of the Agreement with the Customer is to keep all confidential information belonging to the Customer absolutely confidential and protect its release to the public. The Service provider agrees not to divulge, reveal, report or use, for any purpose, any confidential information which the Service Provider has obtained or which was disclosed to the Service Provider by the Customer.

8. The obligation to protect the confidentiality of the Customer's confidential information will survive the termination of this Agreement and will continue for a period of 60 years from the date of such termination.

9. The service Provider may disclose any of the confidential information:

a. To a third party where the Customer has consented in writing to such disclosure; and

b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body. However, the Service Provider will first have given prompt notice to the Customer of any possible or prospective order (or proceeding pursuant to which any order may result), and the Customer will have been afforded a reasonable opportunity to prevent or limit any disclosure.

#### Assignment

10. This agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider. The

Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

Cancellation

\_\_\_\_\_ The customer must provide 24 hour notice if they must cancel an appointment otherwise they will be charged for two hours of service.

Capacity as Independent Contractor

11. It is expressly agreed that the service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

12. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Time of the Essence

13. Time will be of the essence of this Agreement and every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

14. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

Severability

15. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Currency

16. Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

Governing Law

17. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

The parties have duly executed this Service Agreement this \_\_\_\_ day of \_\_\_\_\_, 2012.

per: \_\_\_\_\_  
("the customer")

signed: \_\_\_\_\_  
date \_\_\_\_\_

per: \_\_\_\_\_  
("the service provider")

signed: \_\_\_\_\_  
date \_\_\_\_\_