



TERMS OF SERVICE

SERVICE AGREEMENT

This agreement is between the Client and Victoria Atkinson (the “Writer”).

1. WORK AND PAYMENT.

1.1 Project. The Client is hiring the Writer for real estate writing services. The Client will assist the Writer in providing the materials required to complete the project, which may include information given verbally or in writing, photography, or video. The Writer will submit the finished work product and provide up to two rounds of revisions.

1.2 Schedule. This agreement comes into effect when the work order is issued (in writing or orally). The Writer will begin work immediately and will deliver it within a reasonable timeframe, to be determined by the availability of materials required to complete the project. This project can be halted by either Client or Writer at any time, pursuant to the terms of Section 5 (Term and Termination).

1.3 Payment. The Client will pay the Writer either a flat fee or a per word rate, as outlined in the published price list or as agreed.

1.4 Invoices. The Writer will invoice the Client upon completion of the project. The Client agrees to pay the amount owed within 30 days of receiving the invoice. Payment after that date will incur a late fee of 10% per month on the outstanding amount.

2. OWNERSHIP AND LICENSES.

2.1 Client Owns All Work Product. As part of this project, the Writer is creating “work product” for the Client. Work product is the finished product, as well as any drafts, notes, materials, mockups, and anything else that the Writer works on—that is, conceives, creates, designs, or develops—as part of this project. The Writer hereby gives the Client the totality of this work product once the Client pays for it in full. This means the Writer is giving the Client all rights, titles, and interests in and to the work product, including intellectual property (IP) rights, and the Client will be the sole owner of it. The Client can use the work product in any way or decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as they see fit.

2.2 Writer’s Use Of Work Product. Once the Writer gives the work product to the Client, the Writer does not have any rights to it, except those that the Client explicitly gives the Writer here. The Client gives the Writer permission to use the work product as part of the Writer’s portfolio, such as on websites and in other media, so long as it is to showcase the Writer’s work and not for any other purpose. The Client is not allowed to take back this license, even after the work product is submitted.

2.3 Writer’s IP That Is Not Work Product. During the course of this project, the Writer might use IP that the Writer owns or has licensed from a third party, but that does not qualify as “work product.” This is called “background IP.” Possible examples of background IP are pre-existing code, type fonts, logos, licensed stock photos, and web application tools. The Writer is not giving the Client this background IP.

2.4 Writer’s Right To Use Client’s IP. The Writer may need to use the Client’s IP to complete the project. For example, if the Client is hiring the Writer to build a website, the Writer may have to use the Client’s logo or existing copy. The Client agrees to let the Writer use the Client’s IP and other IP that the Client controls to the extent reasonably necessary to do the Writer’s job. Beyond that, the Client is not giving the Writer any IP rights, unless specifically stated otherwise.

3. COMPETITIVE ENGAGEMENTS. The Writer reserves the right to work for a competitor of the Client before, during, or after this project. To avoid confusion, a competitor is any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client’s products or services (i.e. another real estate or related professional). A competitor is also a third party that plans to do any of those things.

4. REPRESENTATIONS.

4.1 Overview. This section contains important promises between the parties.

4.2 Authority. Each party promises to the other party that they have the authority to perform all of their obligations under this agreement.

4.3 **Writer Has Right To Give Client Work Product.** The Writer promises that to the best of their knowledge they own the work product and that no other party will claim that they own the work product. Should such a dispute arise, the Client is responsible for reaching a resolution with said third party.

4.4 **Writer Will Comply With Laws.** The Writer promises to comply with all applicable U.S. and foreign laws while completing this project.

4.5 **Work Product Does Not Infringe.** The Writer promises that to the best of their knowledge the work product does not infringe on someone else's IP rights.

4.5 **Client Will Review Work.** The Client promises to review the work product, to be reasonably available to the Writer if the Writer has questions regarding this project, and to provide timely feedback. Should two weeks elapse after the submission of a project for feedback, the Writer will assume that the Client is satisfied with the work product and an Invoice will be issued.

4.7 **Client-Supplied Material Does Not Infringe.** If the Client provides the Writer with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's IP rights.

5. TERM AND TERMINATION. Either party may end this project for any reason by sending an email to the other party, informing the recipient that the sender is ending the project prior to completion. The party that is ending the project must provide notice by taking the steps explained in Section 10.4. The Writer must immediately stop working as soon as they receive this notice, unless the notice says otherwise. The Client will pay the Writer for the work done up until when the project was terminated and will reimburse the Writer for any agreed-upon, non-cancellable expenses. The following sections don't end even after the project is terminated: 2 (Ownership and Licenses); 3 (Competitive Engagements); 4 (Representations); 7 (Confidential Information); 8 (Limitation of Liability); 9 (Indemnity); and 10 (General).

6. INDEPENDENT CONTRACTOR. The Client is hiring the Writer as an independent contractor. The following statements accurately reflect their relationship:

The Writer will use their own equipment, tools, and material to do the work.

The Client will not control how the job is performed on a day-to-day basis. Rather, the Writer is responsible for determining when, where, and how they will carry out the work.

The Client will not provide the Writer with any training.

The Client and the Writer do not have a partnership or employer-employee relationship.

The Writer cannot enter into contracts, make promises, or act on behalf of the Client.

The Writer is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).

The Writer is responsible for their own taxes.

7. CONFIDENTIAL INFORMATION.

7.1 **Overview.** This agreement imposes special restrictions on how the Client and the Writer must handle confidential information. These obligations are explained in this section.

7.2 **The Client's Confidential Information.** While working for the Client, the Writer may come across, or be given, Client information that is confidential. This is information such as customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Writer promises to treat this information as if it is the Writer's own confidential information. The Writer may use this information to do their job under this agreement, but not for anything else. For example, if the Client lets the Writer use a customer list to send out a newsletter, the Writer cannot use those email addresses for any other purpose. The Writer promises that they will not share confidential information with a third party, unless the Client gives the Writer written permission first. The Writer must continue to follow these obligations, even after the project is completed. The Writer's responsibilities only stop if the Writer can show any of the following: (i) that the information was already public when the Writer came across it; (ii) the information became public after the Writer came across it, but not because of anything the Writer did or didn't do; (iii) the Writer already knew the information when the Writer came across it and the Writer didn't have any obligation to keep it secret; (iv) a third party provided the Writer with the information without requiring that the Writer keep it a secret; or (v) the Writer created the information on their own, without using anything belonging to the Client.

7.3 **Third-Party Confidential Information.** It is possible the Client and the Writer each have access to confidential information that belongs to third parties. The Client and the Writer each promise that they will not share with the other party confidential information that belongs to third parties, unless they are allowed to do so. If the Client or the Writer is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

8. LIMITATION OF LIABILITY. Neither party is liable for breach-of-agreement damages that the breaching party could not reasonably have foreseen when they entered this agreement.

9. INDEMNITY. Neither party is required to indemnify the other (and any of their affiliates, directors, officers, employees, or agents) from and against all liabilities, losses, damages, and expenses related to a third-party claim or proceeding arising out of the work the Writer has done under this agreement.

10. GENERAL.

10.1 Assignment. This agreement applies only to the Client and the Writer. The Writer cannot assign their rights or delegate their obligations under this agreement to a third-party (other than by will or intestate), without first receiving the Client's written permission. In contrast, the Client may assign their rights and delegate their obligations under this agreement without the Writer's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this agreement.

10.2 Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this agreement, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with their commercial arbitration rules.

10.3 Modification; Waiver. To change anything in this agreement, the Client and the Writer must agree to that change in writing by taking the steps explained in Section 10.4. Neither party can waive their rights under this agreement or release the other party from their obligations under this agreement, unless the waiving party acknowledges they are doing so in writing by taking the steps explained in Section 10.4. In contrast, minor changes to the project brief may be communicated in writing by email without modification to this agreement.

10.4 Notices.

(a) Over the course of the project, one party may need to send a notice to the other party that changes the terms of this agreement. For the notice to be valid, it must be in writing and delivered by email.

(b) The timing of when a notice is received can be important. If the notice is received after 5:00pm on a business day, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

10.5 Severability. This section deals with what happens if a portion of the agreement is found to be unenforceable. If that is the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the agreement is changed or disregarded because it is unenforceable, the rest of the agreement is still enforceable.

10.7 Governing Law. The laws of the state of Texas govern the rights and obligations of the Client and the Writer under this agreement, without regard to conflict of law principles of that state.

10.8 Entire Agreement. This agreement represents the parties' final and complete understanding of this project and the scope therein. This agreement supersedes all other agreements (both written and oral) pertaining to this project.