



CLIENT SERVICE AGREEMENT

Thank you for choosing Spark! Organizing, LLC as a partner to help you regain control and find peace and joy in your space.

Before we begin working together it is important to review the following terms. As a Professional Organizing company we value you and your growth in the process. Your confidentiality and trust are of the utmost importance. Below are our terms of service that define our process and service. If you have any questions at all please do not hesitate to ask. We recommend you read through all of the agreement below.

1. Confidentiality

Your personal and private information will at all times be treated confidentially and with respect. During the course of our service we may come across items of a private or personal nature. It is our policy and is strictly enforced that no personal or private information is ever shared with anyone else. This includes people both outside the company as well as other contractors, employees or managers of Spark! Organizing, LLC, unless express written permission has been granted by you, the client, or upon a court order.

2. Payment Terms

Payment is due in full each time services are rendered. Payment can be made by personal or business check, credit card, Paypal or cash. Payment will be processed upon receipt.

The agreed rate is \$ _____ per hour per organizer.

You have agreed to a total of _____ organizer hours at date of signing.

Additional hours will be billed at \$ _____ per hour per organizer. (This rate expires 1 year from date of agreement.)

Returned checks or declined charges will incur a return fee of \$35 payable to Spark! Organizing, LLC and the same reserves the right to deny future services or require cash payment for future services if such an event occurs. If payment is not made, including any additional return fees, within 30 days we reserve all rights to seek compensation due in court or may turn over delinquencies to collection agencies as we see fit.

The hours listed above are an estimate of service time today. You may purchase additional hours at the same rate as above, or for a discount if purchased in packages of 12 hours or more prepaid. The minimum number of hours billed per session is 4 hours, regardless if 4 hours of service have been performed. You are responsible for the hourly rate for all hours of service performed in excess of 4.

Checks should be made payable to Spark.

3. Cancellation Policy

Due to the high demand in our business a last minute cancellation often results in loss of income and time for the organizer. Due to this irreplaceable loss we require a minimum of 48 hours notice of cancellation. Any appointments cancelled within fewer than 48 hours prior to appointment time will incur a cancellation fee of 2 hours at the current full, non-discounted hourly rate. Spark! Organizing, LLC reserves the right to waive this fee for special circumstances as they see fit. Doing so is at the discretion of management and does not in any way alter or waive any portion of this agreement.

4. Liability

Spark! Organizing, LLC, nor their employees or contractors, is not liable for any loss due to damage to property, self or disposition of items. You, the client, retain full responsibility, unless gross negligence or intentional damage has been proven.



5. Items for disposal

As an additional service Spark! Organizing, LLC will, at you, the client’s request, transport items for disposal to the appropriate locations. Whether by donation, recycling, shredding or trash should Spark! Organizing, LLC take your items, they may dispose of said items at their sole discretion. You may elect to dispose of items yourself if you so choose.

6. Dispute Resolution

This agreement shall be interpreted under the laws of the State of Florida. Any litigation under this agreement shall be resolved in the trial courts of Orange County, State of Florida. Any disputes arising from this agreement shall be submitted first to mediation prior to further legal proceedings.

7. Merger and Integration

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

8. Statute of Limitations

The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

9. Time of Performance

All Spark! Organizing, LLC employees and contractors do their best to complete the work in a timely manner, however, all parties agree that time is not of the essence to complete any agreed upon work. While we do our best to work expediently, we also take into consideration you, the client’s needs emotionally, physically and mentally. We will adjust our speed to work for your best interest. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

10. Attorney Fees

In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

11. Non-Waiver

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

I have read, understand and fully agree to the above terms and understand and agree that the Services are being performed in accordance with the above terms.

Client
Signature: _____
Printed Name: _____
Date: _____

Spark! Organizing, LLC representative
Signature: _____
Printed Name: _____
Date: _____