



## Virtual Employee Staffing Certification and Training Agreement

The REI Resource, LLC, dba **HireSmart Virtual Employees**, a Virtual Assistant Recruiting, Training & Certification Firm, with its principal office located at 1755 North Brown Rd, Suite 200, Lawrenceville, GA 30043, mailing address PO Box 923116 Peachtree Corners, GA 30010 (“HIRESMART”), and, \_\_\_\_\_ with its principal office located at \_\_\_\_\_, \_\_\_\_\_ (“CLIENT”) agree to the terms and conditions set forth in this Virtual Assistant Recruiting, Training & Certification Agreement (the “Agreement”).

HIRESMART provides Recruiting, Training & Certification services for the Virtual Employee (VE) provided through its Philippine partner firm, 5 STAR Virtual Assistants (5 STAR), a Virtual Staffing Company. 5 STAR coordinates and delivers the CLIENT invoicing for the VEs Work Hours and pays the VE for their Work Hours and any associated taxes and benefits. HIRESMART receives financial compensation from 5 STAR.

### **HIRESMART Duties and Responsibilities**

1. For the Recruiting, Training & Certification Fee of \$3,495.00 per VE, HIRESMART will:
  - a. Recruit, screen, interview, skill test, and arrange for national criminal record report when applicable, VE candidates to perform the type of work described by the CLIENT based on the top skills they want, the hours, and preference on the Intake Form (Included as Exhibit A) provided to HIRESMART. HIRESMART will also include the tools CLIENT needs to be successful in managing remote working VEs.
  - b. In about a week after the Payment & Documents have been completed and submitted, HIRESMART will complete the search for candidates. HIRESMART will set up a time for CLIENT to interview three (3) recommended candidates. Any of the candidates will be qualified to do the work. You are selecting the Candidate(s) you connect with best. It is not unusual for a CLIENT to decide to take more than one of the VE candidates. Additional VE selections are encouraged and will require payment of an additional Recruiting, Training & Certification Fee per VE selected.
  - c. Once a VE is chosen, the VEs work hours must be funded to 5 STAR. You will sign a separate 6-month agreement per VE with 5 STAR VAS (Sample Attached as Exhibit B), and immediately fund \$1,440.00 for the first 160-hour block of Work Hours (40 hour per week, 4 weeks, at \$9.00 per hour). Payment to 5 STAR is required to be cleared by the Thursday before the Training and Certification begins, typically the following Monday, as the VE is paid during the 40 hours in training.

If the VE doesn't pass the daily exercises and final exam, recruiting will start all over again, and there is no additional cost to you for Recruiting, Training or Work Hours. (This RARELY happens, but it is a possibility).

d. HIRESMART will provide one invoice for the Recruiting, Training & Certification Fee that can be paid by credit card. Payment is due upon receipt.

e. 5 STAR will provide invoices for 4 weeks Work Time in advance of time worked that can be paid by ACH, eCheck or Credit Card via Payoneer. Payment is due upon receipt.

f. Under no circumstances, will services be provided by HIRESMART without payment in advance and your VE will not work past the level of Work Hours funded to 5 STAR.

2. If CLIENT uses the services of and/or directly pays any VE directly, or through any person or firm other than 5 STAR during the contract period and renewals or within 52 weeks after any assignment of the VE to CLIENT from 5 STAR, CLIENT must notify HIRESMART and 5 STAR VAs and pay 5 STAR the balance of Work Time remaining in the contract, plus an additional \$5,535.00.

3. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to HIRESMART as a result of VEs' access to such information.

4. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve VEs. Under no circumstances will HIRESMART liability exceed the fees charged by HIRESMART under this Agreement.

5. HIRESMART does not warrant or guarantee that the VE will produce any particular result or any solution to CLIENT's particular needs. CLIENT acknowledges and agrees that HIRESMART is not responsible for any aspects of the VE's work on CLIENT's projects, including without limitation, any deadlines or work product. HIRESMART is not liable for any loss of profits, loss of business or indirect, consequential damages, punitive damages or products liability claims allegedly suffered by the CLIENT.

### **CLIENT's Duties and Responsibilities**

a. Properly supervise Assigned VEs performing its work and be responsible for its business operations, products, services, and intellectual property.

b. Properly supervise, control, and safeguard its premises, processes, or systems, and not entrust VE with credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HIRESMART express prior written approval or as strictly required by the job description provided to HIRESMART.

c. Not change Assigned VEs job duties without HIRESMART express prior written approval due to the fact that the VEs was sourced on personality style and personality attributes to match those requested on the Intake Form, and changes in job responsibility could lead to failure to meet expectations.

e. Include assigned VEs in CLIENT's staff meetings and huddles where appropriate to create an inclusive atmosphere.

f. Notify HIRESMART and 5 STAR immediately of the VE failing to show up for work without notifying the CLIENT, so we can help determine the reason for not showing up for work.

g. Notify HIRESMART of any concerns on amount of work being performed so HIRESMART can determine the underlying issues and implement our 30 Day - Path Way to Success Program, to get everyone back on track, VE and CLIENT alike.

h. Require your VE to provide a Daily Close of Business Report (COB) of work performed and open work to complete at the end of each day worked. The COB Report is the first indicator to CLIENT that work isn't getting done and an easy way to see issues when work level dissatisfaction is reported to HIRESMART.

i. Guarantee – How it works. See Exhibit C

**GENERAL**

The provisions in this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original Signature.

This Agreement may be terminated by CLIENT within the forty-eight (48) hours of making the Recruiting, Certification & Training Fee payment by written notice by CLIENT. In the event of termination, CLIENT refund will be less a Processing Fee of \$500.00. After forty-eight (48) hours, the fee is no longer refundable, but will be held as a credit for the client for Ninety (90) days toward another placement. After Ninety (90) days, all parties agree that the credit is forfeited.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

HireSmart Virtual Assistants

Client

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Anne Lackey

\_\_\_\_\_

Title

Title

Co-Founder

\_\_\_\_\_

Date

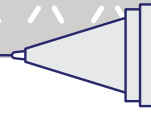
Date

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# Intake Sheet



**Direct Manager's Name**

**Business Name**

**Street Address**

**City, State, & Zip (County)**

**Preferred Phone #**

**Email**

**Website**

**Top 3 Tasks Needed from Your Virtual Employee**

**What Email should we send the Contract?**

**What Email should we send the Salary Invoices & Timesheets?**

**Working Days & Hours**

\*Shifts are 8.5 Hours (8 working hours + 30 min. Break)

\*5 Consecutive Days/Start Time

**Gender Preference**

 Male Female No Preference

**Do You Have an On-boarding/Training for New Hires Program?**

 Yes No Not Sure

**What is Your #1 Concern in Hiring a Virtual Employee:**




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**This Contract establishes the terms of engagement for work provided by  
HireSmart Staff, an Outsourcing Company, to CLIENT**

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**ENGAGEMENT CONTRACT**

Dear

Thank you for your business. This Engagement Contract contains the full Agreement between the parties, and outlines the terms and services to be performed by 5 STAR Virtual Assistants ("5 STAR") for, to and on behalf of ("CLIENT"), together with the 5 STAR schedule of fees. The start date of this Agreement shall be \_\_\_\_\_ ("the Start Date").

**5 STAR shall provide the following services to CLIENT:**

5 STAR will provide Philippines based Virtual Assistants to undertake the role of "Virtual Assistant" (Also known as "VA") for CLIENT.

**VAs Listed on this Agreement (Exhibit "A")** residing in the Philippines will be contracted to work for CLIENT through 5 STAR as per CLIENT's request.

5 STAR does not provide day to day management or oversight services for CLIENT's VA(s).

5 STAR provides Virtual Human Resources ("HR") services for CLIENT's VAs, including forwarding of their timesheets, evaluations, consultations, and other HR functions like benefit administration, payouts and similar. We are here to ensure success.

If CLIENT requires the VA to upgrade their equipment with 5 STAR, CLIENT shall be responsible for the expenses for the upgrade. All equipment remains the property of 5 STAR after the expiration of this Agreement.

**The Invoice amount for services will be as follows:**

Invoice Rate:	US \$9.00 per hour per VA
Hours per billing period:	40 hours per week times 4 weeks invoice period = 160 hours per 4-week invoicing period.
Billing Amount:	Invoiced every 4 weeks for one VA will be US \$1,440.00 per invoicing period.
Additional Fees:	There is a convenience fee for all non-eCheck or ACH Transactions that will be at the CLIENT's expense.

**Invoice Sequencing will be:**

Initial FOUR (4) week invoicing period will be provided and is due before the Start Date above.

Then, TWO (2) weeks after the Start Date, CLIENT will start receiving the ongoing FOUR (4) week invoicing period invoices which are due in FIVE (5) days of receipt.

5 STAR will send timesheets every TWO (2) weeks to CLIENT. CLIENT will have TWO (2) business days to approve the timesheets and request any adjustments in the working hours. After that time, the VA's hours will be deemed to be correct and added to their paid hours.

The account for CLIENT's VA hours will always be prepaid.

**Minimum Contract Period:**

This Agreement shall be a minimum of SIX (6) months in duration ("Minimum Contract Period"). This equates to 6.5 invoicing periods of FOUR (4) each  $\$1,440 \times 6.5 = \$9,360$

**Termination:**

Termination is allowed only after meeting the time commitment in the Minimum Contract Period. Termination requires TWO (2) weeks' written notice and immediate payment for CLIENT's VA's EIGHTY (80) hours of the TWO (2) weeks.

**Late Payment Policy:**

Payment is due within FIVE (5) days of invoicing. CLIENT must send an email notifying 5 STAR of payment once it has been initiated to [Info@5starvas.com](mailto:Info@5starvas.com) so that the payment can be confirmed and tracked. Funding methods are: ACH, eCheck, or Credit Card (fees apply for credit cards) through the Payoneer link.

A FOUR % (4%) late fee will be applied if payment verification is not sent by the FIFTH (5<sup>th</sup>) day due date.

If payment is not made by the TENTH (10<sup>th</sup>) day after invoicing, we require full payment plus the FOUR Percent (4%) late fee for CLIENT's VA to continue working. If after the TENTH (10<sup>th</sup>) day after invoicing payment is not provided, CLIENT's VA will be given a Notice of Suspension of Service. If Notice of Suspension of Services is provided, CLIENT's VA may be moved to another CLIENT and CLIENT shall remain liable for all outstanding invoice amounts under this Agreement.

**No Staff Hires:**

If CLIENT uses or pays the services of any VA directly, or through any person or firm during the Contract Period and renewals or within 52 weeks after any assignment of the VA to CLIENT from 5 STAR, CLIENT must notify HireSmart Virtual Employees via email (Info@HireSmartVirtualEmployees.com) and 5 STAR (Info@5StarVAs.com) and pay 5 STAR the balance of the amount due for the remaining contract, plus an additional \$5,535.

**Hiring Direct Referrals:**

If CLIENT uses or pays the services of any 5 STAR VA's direct referral to CLIENT directly, or through any person or firm during the Contract Period and renewals or within 52 weeks after any assignment of the VA to CLIENT from 5 STAR, CLIENT must notify HireSmart Virtual Employees via email (Info@HireSmartVirtualEmployees.com) and 5 STAR (Info@5StarVAs.com) and pay 5 STAR \$5,535.

A direct referral includes family or friends hired by the CLIENT that was only known because of the VA.

**Paid Time Off (PTO)**

After SIX (6) months of service, CLIENT will allow each VA a minimum of Two (2) days off with pay per year, preferably Christmas and the Virtual Assistant's birthday (or other agreed upon day) within the year.

**Raises**

After Two (2) years of service, CLIENT agrees to provide at a minimum, a cost of living adjustment of \$0.10/hour minimum. This increase will be effective 2 years after the Start Date. The CLIENT may increase a Virtual Assistant's pay sooner than 2 years and more than the minimum based on performance.

**Electronic Signatures**

For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original Signature.

**Refund of Advanced payment:**

With all outstanding invoices paid in full, less any amount due and payable, the unused balance of the CLIENT shall be refunded by 5 STAR via Payoneer and or PayPal only. Any cost associated with the refund shall be assumed by the CLIENT.

Please indicate your agreement with the terms and conditions by signing below.

**Agreed and Accepted:**

\_\_\_\_\_  
CLIENT DATE

\_\_\_\_\_  
Imy Cass DATE

SAMPLE DOC\*\*

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**EXHIBIT "A"**

**VA Assignments**

<b>Name</b>	<b>Email</b>	<b>Date Hired</b>	<b>Pay Rate</b>
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SAMPLE DOC\*\*

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# Exhibit C

## Guarantee Guidelines

Congratulations! Your new virtual professional will be starting with you soon. It is our goal to help you be successful and give you all the tools you need for success.

As you may remember, we shared we have up to a 6-month guarantee for our placements depending on your purchase level. If you follow these guidelines, you should be set up for amazing success!

However, there are some guidelines and conditions that we want to share with you.

### Selection Interviews:

Both the business owner and the person that will become the VEs day to day manager must be present and included in the Client Interviews of the 3 candidates and a part of the evaluation and selection process to have buy-in by all parties.

### Properly Onboard:

Anytime you have a new team member; you need to provide them with training, introduce them to the existing team, and give them time and attention. A virtual employee is no different. To have the best results, you should treat them like any other new hire. Here is a short video to help you - <https://hiresmartvirtualemployees.com/onboarding-a-new-virtual-employee/>

### Give us Feedback:

We will be sending out regular emails asking questions – you must reply to those emails to let us know how things are going. It shouldn't take more than 5 minutes to reply, but it is important we hear from you to keep our promise and not void the guarantee.

### Common issues that you can avoid:

**Close of Business Reports:** Each VE is trained to provide a written daily report of their work. Read them and provide feedback. We recommend providing them with KPIs (Key Performance Indicators) that they track every day. If you need help with creating KPIs – let me know, and I will be happy to help. Here is an article about KPIs. <https://hiresmartvirtualemployees.com/kpi-reporting/>. Not reviewing or not requiring these close of business reports can be a fatal flaw. It is a requirement for the guarantee that your virtual professional provides them and that you provide us with your feedback on them when we check in.

**Change in Manager, Duties or Schedule:** We specifically recruited your virtual employee for the person who interviewed them to do the original tasks on your intake form. If there is a change, we need to know about it. Since often the new manager wasn't part of the process, and this can create conflict. The virtual employee has a new person to get to know, and the new manager wasn't part of our process.

Also, changing their responsibilities or schedule can also lead to dissatisfaction. We must be made aware of any changes as soon as possible.

**Absenteeism, Late Starts, & Technology Issues:** Your virtual employee has a requirement to notify us of any attendance issues. However, since we are not managing them day to day, it is your responsibility to let us know as well. If your virtual employee is late to work, not going to report for the day, or is having a technology issue that lasts more than 15 minutes, please email [CustomerService@HireSmartVirtualEmployees.com](mailto:CustomerService@HireSmartVirtualEmployees.com) immediately. This allows us to make sure that the virtual employee has followed protocol as well as make sure that we are aware of any potential issues so that we can get involved to fix the issue.

**Alert us as soon as there is a problem:** We have found that by communicating with us early in the process, we can navigate issues and clear them up quickly. If you wait until you and your team are so frustrated, then it is hard for us to fix any issues as the trust has been eroded. 99% of the issues come down to expectations not being met which can typically be solved with communication.

Most of all we want you to have great success. This is our way of helping you achieve that success.

All our best,

The HireSmart Team

Initial: \_\_\_\_\_