



**Congratulations on agreeing to receive Brook Knows Best's professional organizing services!**

TOTAL NUMBER OF ORGANIZERS AGREED TO IN THIS DOCUMENT: \_\_\_\_\_

TOTAL NUMBER OF SESSIONS AGREED TO IN THIS DOCUMENT (or estimated completion date):  
\_\_\_\_\_

TOTAL COST OF SESSIONS AGREED TO IN THIS DOCUMENT: \$\_\_\_\_\_

### **SERVICE AGREEMENT**

This agreement is between "Service Provider" **Brook Knows Best** and "Client"

\_\_\_\_\_.

The service provider **Brook Knows Best** will provide professional organizing services with the goal of creating an aesthetically pleasing, orderly and efficient space that is customized for you, the Client. This document is to confirm the details of our agreement, including the systems and services to be provided by our professional organizing company. The specifics of your project will be outlined in Addendum A.

While this agreement does not have a specific completion date, a) the services purchased by the client are only valid until 15 days post the estimated completion date (found in Addendum A) regardless of rescheduling by the client and will be terminated on that day without refund, and b) is for a specified project outlined in this document. Note that, if there is a delay due to rescheduling on the part of Brook Knows Best, this time limit is extended by the number of business days the project was pushed back. For Clients who purchase a guaranteed project package, the project will be considered complete when the goals described in this document, and agreed upon by both parties, are reached. For Clients purchasing services by the session, the project will be considered complete at the end of the amount of time purchased. The service provider may use his/her own discretion and skill to determine periods of time and details to be done for the project to be completed. This will be communicated and agreed upon by the service provider and Client prior to payment. Once this agreement is signed it will be the binding contract for both parties to fulfill the agreement.

**Process Ownership:** Regarding the purging, sorting, and organizing of items, the Client maintains process ownership. The service provider recognizes items as the sole property of the Client, and though efforts will be made to encourage purging when needed, it is hereby stated that the final decision on such matters belongs to the Client(s). Likewise, project outcomes depend on the Client's willingness and/or ability to make decisions and promised results are dependent on the willingness and/or ability of the Client(s) to apply the suggestions/guidance offered by the Service provider. Project pricing is only guaranteed by the service provider when the client(s) agree to the quote offered at booking and adheres to the project plan. The client(s) understand that the project may take longer if the aforementioned project scope and plan agreed on is not followed. Long-term maintenance of the organization hinges on the Client's commitment to maintaining the order and quantity of items in the space. Recurring re-organization sessions (aka Maintenance sessions) are available if needed and will be available to up to 4 clients at any given time.

**Fees:** The service provider's fee for Organizing Services starts at \$300 /session per organizer (calculated when purchasing by the session – guaranteed rates calculated differently). The rate, specific services included, and entire project scope are listed in Addendum A and are based on the above service selection. For locations more than 50 miles away from zip code 60542 will incur an \$2.50 /additional mile of travel each way. This cost does not apply to virtual sessions. For, distances surpassing 150 miles, travel fees of approximately \$250/night (varies based on location).

**Expenses:** Suggestions shall be made by the service provider for materials needed to implement organization systems, but payment for materials is the responsibility of the Client when booking by the session or not included within the guaranteed rate in Addendum A. The standard, hourly rate will apply for shopping and returns; there is no fee for online shopping (example amazon.com). Receipts for funds spent on the Client's behalf will be sent electronically and are to be reimbursed within 48 hours of receiving the receipt.

**Payment Policy:** Payment must be made in full to hold the Booking scheduled. If payment is not completed prior to the end of the initial Consultation, booking is subject to be canceled if taken by paying the Client requiring that date and time.

The cost is per session unless the package is paid for in full. Packages purchased at or exceeding \$4,000 will have the option to pay 50% deposit plus 50% client budget at booking and the remainder of the package cost 15 days after the deposit. If the remaining payment is not made, scheduled sessions are subject to cancelation without refund. If the remainder of the payment is paid within 5 days of the due date, sessions can be resumed according to the original terms and is subject to availability.

Any payment arrangements agreed upon by both parties will be outlined in Addendum A. If there is no payment arrangement outlined in Addendum A then it is assumed that no payment arrangement aside from the aforementioned policy is in place.

**Minimum Hours:** Minimum paid hours is one session. One session is 3 hours. Note that paid hours are in 3 hour increments only.

**Appointment Confirmation:** The service provider will text or call the Client 24-28 hours in advance to confirm appointments. If the Client fails to confirm the appointment, the service provider may elect to not show up and the Client will need to reschedule.

**Cancellation / Reschedule Policy:** The client agrees to provide 72 hours minimum notice of cancellation or rescheduling. If a Client cancels or reschedules with less than 72-hours' notice, the client may be charged for the scheduled time at an additional 50% to be paid before the next session. No fee is implemented for rescheduling if a new appointment is confirmed within 24 hours of the request and completed within 2 weeks.

Cancelling the day of services or no notice at all is subject to 100% payment of the session cost before the next session or forfeiture of the time originally scheduled.

In the event that the service provider needs to reschedule outside of two weeks or reschedule the same session more than once, the client will receive a refund via cash or electronic payment for that session in addition to the session at a later date/time agreed upon by both parties. If the service provider offers the same time with a different lead organizer and offers two or more rescheduling slots within two weeks, the client has the option to take these offers or reschedule at a time outside of two weeks without a refund.

**Relationship of the Parties:** The parties acknowledge and agree that the Services performed by the service provider, it's employees, sub-service providers, or agents shall be as independent service providers and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or otherwise between the parties.

**Confidentiality:** Work of this nature may require the service provider, employees, and/or subcontractors to be in contact with the Client's personal items and information. The service provider agrees to maintain the highest standard of the Association of Productivity & Organizing (NAPO) Code of Ethics. Understand that all employees and subcontractors are under contract that holds them to the same standard of confidentiality and discreteness.

**Miscellaneous:** The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected. This Agreement constitutes the entire understanding between the Parties and supersedes all prior representations, negotiations, or understandings. Neither Party shall be liable for failure to perform any obligation from the point of the following events' occurrence under this Agreement if the failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war or industrial dispute. In the event of hospitalization or pandemic where the government or health professional has deemed either the client or the service provider unable to conduct or receive services, any fees that have been paid but have yet to be fulfilled will remain as a credit for 6 months from the time

services are able to be resumed and any remaining payments or sessions not yet paid for will be waived.

**Waiver and Release:** I, (client's printed name) \_\_\_\_\_, for myself and my heirs, hereby release, waive, discharge and hold harmless, *Brook Knows Best* from any and all liability, claim and demands of whatever kind of nature, either in law or in equity, which arises may hereafter arise from the services provided by any contractor/subcontractor suggested to or booked on behalf of the client *Brook Knows Best*. I understand and acknowledge that this Release discharges, *Brook Knows Best* from any liability or claim that I may have against aforementioned contractors/subcontractors with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may occur while services are being provided.

**Insurance:** Further, I understand that *Brooklyn Smith* does not assume any responsibility for our obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waived only such claim for compensation or liability on the part of *Brooklyn Smith* that may be offered freely by *Brooklyn Smith* in the event of injury or medical expenses incurred. **However, claims within the coverage of the Professional Insurance, General Insurance, and Bond will be addressed according to the insurance company(s) providing said policies.**

**Photographs:** For each room/space organized, the service provider will take both "before" and "after" photos. These photos may be used by the service provider for devising solutions, for marketing promotions in print and/or on the internet, and as a record of the service provider's work history with Client; the photos will not include you or anyone in your household, sensitive information, or anything that could identify you.

I grant and authorize *Brook Knows Best*, right right to take photographs of me and my property connection with this project and **to include my name**. Client's signature

\_\_\_\_\_  
I grant and authorize *Brook Knows Best*, right to take photographs of me and my property connection with this project and **NOT include my name**. Client's signature

\_\_\_\_\_  
I commit to providing a **video testimonial or interview** for use by *Brook Knows Best* only.

\_\_\_\_\_  
The Client agrees by signing below that he/she is authorized to sign for this organizing job.

It is understood and agreed by both parties that this contract shall be governed by the laws of the state of **ILLINOIS**. Agreed by the Parties hereto:

**CLIENT'S SIGNATURE(S):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

CLIENT'S PRINTED NAME(S): \_\_\_\_\_

**SERVICE PROVIDER'S SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

Brooklyn Smith

**Project start date** \_\_\_\_\_

# Addendum A

## **Project Scope**

Your specific project details, Schedule, payment details, (or hours if purchasing sessions) will be broken down here.

# Addendum B

## NAPO Code of Ethics

The NAPO Code of Ethics is a set of principles that guide my professional conduct with my clients and colleagues. As a member of NAPO, I pledge to exercise judgment, self-restraint, and conscience in my conduct in order to establish and maintain public confidence in the integrity of NAPO members and to preserve and encourage fair and equitable practices among all who are engaged in my profession.

- I will serve my clients with integrity, competence, and objectivity, and will treat them with respect and courtesy.
- I will offer services in those areas in which I am qualified and will accurately represent those qualifications in both verbal and written communications.
- When unable or unqualified to fulfill requests for services, I will make every effort to recommend the services of other qualified professional organizers, productivity consultants, and/or other qualified professionals.
- I will advertise my services in an honest manner and will represent the organizing and productivity profession accurately.
- I will keep confidential all client information, both business and personal, including that which may be revealed by other professional organizers and productivity consultants.
- I will use proprietary client information only with the client's permission.
- I will keep client information confidential and not use it to benefit myself or my firm or reveal this information to others.

***WE GET TO WORK TO TURN YOUR DREAMS INTO REALITY!***