

## **THE CAREER ARTISAN/Artisan Enterprises LLC Agreement**

### **Resume, Job Search Coaching & Related Career Services**

**TO OUR CLIENTS:** By becoming a client (“Client” or “you”) of The Career Artisan, Artisan Enterprises LLC (“Company”), you are choosing a highly-customized and personal resume writing and career coaching service. The services provided under this agreement (“Agreement”) are focused on helping our Clients present their abilities and talents to hiring authorities and to achieve the maximum benefit that their personal skills, work-history and marketability permit.

#### **TERMS AND CONDITIONS**

##### **JOB SEARCH RESPONSIBILITY**

The Client agrees that Company provides the best available tools, ideas, advice, and commercially available data. Each of us agree that changing market conditions, job posting changes, or a Client’s own aggressiveness, attitude, proofing and finalizing Client’s resume and related documents, and Client’s willingness to implement his or her action plan play an important if unpredictable role. Ultimately, the Client’s success in the job market is solely subject to the Client’s control and responsibility.

##### **RESUME WORKSHEETS**

The Client agrees that if a resume is being prepared by us, the Client will complete all resume worksheets within 10 calendar days of the date of this Agreement is fully executed (“Effective Date”). The purpose for this is to balance the workload and to maintain our level of personalized services exerted in preparation of each resume package. Upon timely receipt of the Client’s resume worksheets, the Company will submit draft documents to the Client for review. If the Client fails to complete the worksheets and submit them within the 10 day period, Company shall not be subject to standard turnaround time on any draft documents. If resume worksheets are not received within 90 days from the Effective Date, the Client’s project will be put on hold and subject to a 20% reengagement fee, plus any price increases that may have occurred during that time.

##### **RESUME DRAFTS & FINAL COPIES**

Each of us agree to make changes to documents and correct errors and/or misinterpretation of data as part of the resume and supplemental document development. Generally, one to a maximum of three rounds of edits are considered standard and requested client edits in excess of three requests may be considered excessive and require additional fees to complete. The Client is in the best position to thoroughly proofread and correct the final copy of Client’s resume, including spelling errors, broken or incorrect hyperlinks, etc. Accordingly, Client is solely responsible for proofing and acceptance. All changes must be made within 30 days of receiving a first draft from the Company. Satisfaction is assumed upon acceptance of documents. The Client decision to address a new employment target not initially discussed with the Company will result in additional fees. After the Client’s acceptance of a final draft, any changes requested will incur a new fee. Client remains solely responsible for the accuracy of the content of Client’s resume, including spelling, grammatical, broken or incorrect hyperlinks, or other errors.

Because the Company is rendering personal services, refunds for any reason, aside from quality as stated under GENERAL REFUND POLICY below, are not available. No guarantee is made regarding the ability of the documents to result in interviews or job offers due in part, to Company's inability to determine how documents will actually be used. Company is a professional resume writing and career development firm. Due to the varying nature of computer word processing software and the page alterations that can take place from computer to computer, based on printer and computer recognition, the Company cannot guarantee that the Client's documents will appear perfectly on every computer screen. While the Company takes reasonable steps to ensure the Client's satisfaction, some issues are beyond the Company's control and require the Client to make adjustments on the Client's end. Company does not provide detailed website design.

## **GENERAL REFUND POLICY**

**Quality Guarantee:** The Company has in place a quality guarantee. Specifically, if the resume quality of the document written for the Client by the Company does not match the level of quality of the Company's resume samples as displayed on [www.maryelizabethbradford.com](http://www.maryelizabethbradford.com), the Client may request a refund, minus administrative and credit card and processing fees not to exceed \$550.00, provided the Client has given the Company a written description of their dissatisfaction, allowing Company 3 working days to analyze and determine if there is indeed a quality issue, and if so, what specific components need to be addressed and corrected. The Client acknowledges and understands that this refund policy is the Client's sole and exclusive remedy to any warranty or guarantees under this Agreement, if any.

## **TERMINATION POLICY**

Each of us agrees and understands that this is a binding contract and therefore, Client agrees to pay and hereby authorize all fees to be billed to Client's debit or credit card. You agree that any and all payments made by you shall be NON-refundable, except as expressly provided for in the GENERAL REFUND POLICY provision of this Agreement. You promise and agree to not charge back or attempt to charge back your debit or credit card in any amount(s) or for any reason(s) whatsoever. Neither cancellations nor refunds are permitted under any circumstance, except as expressly provided for in the GENERAL REFUND POLICY provision of this Agreement. You agree that in the event you charge back or attempt to charge back any portion of your debit or credit card payments for any reason, or in the event your credit card is dishonored for any reason or in any amounts, you shall nonetheless remain legally liable for the entire amount for the agreed upon fees, plus any taxes and incidental expenses.

The Company has sole and absolute discretion to terminate agreement to provide any marketing collateral (including but not limited to: resumes, executive biography, LinkedIn profiles, website, endorsements or cover/value proposition letters) and remove the Client from continuing in any career coaching or networking activities at any time, without a refund, if the Client ceases to follow the Company's guidelines as set forth herein, if the Client becomes disruptive or difficult to work with, if Client refuses to provide adequate information to Company, or if the Client impairs the participation of other clients in any coaching program they may be networking with. If termination occurs under this provision, the Client will not be charged the remaining rate if any is still due; provided, however that the Company shall be entitled to a termination fee reasonably determined by the Company to reimburse the Company for any and all costs and time already expended on the Client prior to such termination ("Termination Fee"). The Client shall pay the Termination Fee within 10 calendar days from written notice from the Company. If the Client fails to timely pay the Termination Fee, an additional five percent (5%) shall be applied on all past due amounts from and after 10 calendar days after the amount is due.

## **CONFIDENTIALITY**

Each of us covenants and agrees not to disclose to any third party the terms of this Agreement. We each further agree not to disclose any information provided to or by Mary Elizabeth Bradford - Company, the Company's employee, and/or agent, or designated as confidential by the Company ("Confidential Information"), and also agrees not to use any Confidential Information of Company, or any other information, whether it is marked confidential or not, including electronic communication, except as expressly permitted under this Agreement or with the prior written consent of Company. In the event that Client breaches this covenant of confidentiality or the covenant of non-disparagement, whether directly, indirectly or anonymously, you agree that the Company may disclose client information online including, without limitation, work performed (resumes, LI profiles, biographies, endorsements, etc.) to respond to any allegations online and defend the quality and body of work.

## **NON-DISPARAGEMENT**

Each of us agree expressly covenant and agree to not make, and to not direct any other person to make, directly or indirectly, any negative or disparaging remarks regarding each other, including placing any negative or disparaging remarks or reviews on the internet or anywhere else. The Client agrees to exercise the highest degree of care in safeguarding any information or any of the Confidential Information of the other party against loss or other inadvertent disclosure. The Client acknowledges that, if the Client violates or breaches any of the provisions of this Agreement, specifically including, the confidentiality and non-disparagement provisions, the Company will suffer immediate and irreparable harm, damage and injury, which cannot be adequately compensated by an award of damages, and the Company will have no other adequate remedy at law. Accordingly, the Client agrees and acknowledges that, in addition to all other remedies available to the Company, including those provided for in the Liquidated Damages provision herein below, the Company shall be entitled to seek and procure specific enforcement of the obligations of this Agreement by injunction or any other remedy available at law or in equity, without bond.

Client hereby expressly promises and covenants not to publish — directly or indirectly — any negative ratings or reviews of the Company, including its employees and agents, of any kind through, in or on any media of any kind, including electronic media. Client further agrees and stipulates that the Company is entitled to injunctive relief, damages and attorney fees should the Company take action to remove any such publication and to prevent any further publication. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach of this Agreement, including the recovery of damages from the Client.

## **DISCLOSURE**

Under no circumstances will the Company, including its employees and agents, be deemed to provide any legal, tax, accounting, or financial advice whatsoever, and no information provided by the Company shall be deemed or intended as such. The Client promises to refer all legal, tax, accounting, and financially-related inquiries to the appropriate professionals.

## **GOVERNING LAW**

This Agreement and performance hereunder shall be governed by the laws of the State of Texas. Client agrees and stipulates to venue and jurisdiction for any proceedings under this Agreement in Kendall County, Texas .

## **FORCE MAJEURE**

Except for an obligation to pay fees, neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond their control, including but not limited to, strike, fire, flood or other natural disaster, war embargo, or riot, provided that the party so delayed immediately notifies the other party of such delay. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement, until as soon as practicable after a force majeure condition ceases to exist.

**This agreement is subject to binding arbitration.**

You and we agree that should any dispute arise between us or under this Agreement, all such disputes, claims, controversies, differences or other matters, whether arising in law or equity, under statute, or otherwise (including, but not limited to claims for injunctive relief and claims relating to compensation for services rendered) shall be subject to the jurisdiction of and resolved by binding arbitration in Kendall County, Texas, in accordance with the rules for expedited, documents only proceedings of the American Arbitration Association (the "Rules"). This agreement to arbitrate shall be specifically enforceable in the District Courts of Kendall County, Texas.

## **NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered by electronic mail, in person or deposited in the United States mail, postage prepaid, registered, or certified mail - return receipt requested, at the address first set forth above. Facsimile or electronic signatures shall be deemed equivalent to original signatures for purposes of this Agreement.

## **INDEPENDENT CONTRACTOR STATUS**

Nothing in this Agreement is to be construed as creating an agency, fiduciary relationship of any kind, partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In no event shall such persons be deemed employees of the other party by virtue of participation or performance hereunder.

## **ENTIRE AGREEMENT AND AMENDMENT**

This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding whether oral or written relating to the subject matter hereof. The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

## **SURVIVAL OF PROVISIONS**

The provisions of this Agreement regarding payment and arbitration hereof shall survive termination of this Agreement for whatever cause, including, but not limited to the mutual agreement to terminate this Agreement by both parties hereto.

## **DISCLAIMER OF WARRANTIES**

OTHER THAN THE GUARANTY PROVIDED IN THE GENERAL REFUND POLICY PROVISION ABOVE, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING ITS SERVICE AND THE SERVICE IS FURNISHED TO CLIENT "AS IS." THE COMPANY SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS CONCERNING THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING IN PARTICULAR, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE SERVICES BEING PROVIDED HEREUNDER. LIMITATION OF LIABILITIES IN NO EVENT WILL THE COMPANY, THE COMPANY'S EMPLOYEES AND/OR AGENTS, BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING LOST WAGES, LOSS OF INCOME OR OTHER ECONOMIC OR NON-ECONOMIC LOSS, ARISING OUT OF OR OTHERWISE RELATING TO THE SERVICES OR THE USE OR PERFORMANCE OF THE SERVICE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE LIABILITY OF THE COMPANY TO CLIENT FOR ANY CLAIM WHATSOEVER RELATED TO THE SERVICE OR THE SERVICES OR ANY ORDER OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, EXCEED THE PURCHASE PRICE RECEIVED BY THE COMPANY. NO PROMISE NO VERBAL OR WRITTEN PROMISE OR GUARANTEE OF ANY JOB OR EMPLOYMENT IS MADE OR IMPLIED UNDER THE TERMS OF THIS AGREEMENT.

## **LIQUIDATED DAMAGES**

The Client and Company agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by any breach of the Confidentiality and Non-Disparagement provision above. Therefore, the Client and Company agree that, in the event Client has violated such provision, the Client shall immediately pay to the Company, as liquidated damages, Fifteen Thousand and No/100 (\$15,000.00) Dollars for each breach, plus attorney fees and costs of arbitration. The Client and Company further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Company due to any such breach. The Client further agrees that nothing in this provision is intended to limit the Company's right to obtain injunctive and other relief as may be appropriate.

## **MULTIPLE COUNTERPARTS**

This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original or MULTIPLE COUNTERPARTS, but all of which together shall constitute one and the same instrument. This Agreement may be executed electronically. This Agreement is not binding on the Com-pany until executed by Mary Elizabeth Bradford.