

Excel Career Services, LLC -- Client Service Agreement

This Client Service Agreement (hereinafter "Agreement") is made effective on this date, _____, between Excel Career Services, LLC (hereinafter "Excel") located at 167 W. Main Ave, Gastonia, NC 28052 and _____ of _____ (hereafter "Client").

1. **Services:** Excel provides employment advisement, resume writing, career coaching, job search, career transition, workforce evaluation, training, development and other employment related services. Excel is not a job placement, staffing, or recruiting firm. Excel evaluates the client's situation and provides services based on the experience and knowledge of Excel's representatives. Excel does not conduct psychological analysis and does not provide counseling services.
2. **Client Agreement:** Client acknowledges that by signing the Excel Service Proposal (hereinafter "Proposal"), agreement is made to the terms of the Proposal and to the terms of this Agreement.
3. **Guarantee:** Employment and career success is dependent on many factors including, but not limited to, the client's marketable skills, abilities, education, background, work ethic, personality, interpersonal relationships, and geographic location. Success is also dependant on factors such as, but not limited to, the job market, employment rates, economy, and other conditions not controlled by the client or by Excel. Excel does not guarantee the client's job search and/or career success.
4. **Payment for Services Rendered:** Client agrees to payment terms stated on the Proposal.
5. **Quality of Service:** The Client is responsible for ensuring all information provided to Excel is truthful, correct, and accurate. The Client agrees to provide information requested by Excel in a timely manner as to not cause a delay in the service provided by Excel. Excel reserves the right to bill the Client at \$60.00 per hour for delays caused by the Client that impedes Excel's ability to complete the work described in the Proposal within the projected timeframe stated on the Proposal.

Excel utilizes reasonable care to ensure quality. However, writing and editing remains a human process and errors may occur in the final product. Excel will correct, at no charge to the client, spelling and grammatical errors. The client is responsible for ensuring the correctness and accuracy of the final product. The client must report any errors or omissions to Excel in writing within fourteen (14) days from the document completion date.

Excel assumes no responsibility for changes made by the Client, or agents of the Client, or any other person once the document(s) produced by Excel are delivered to the Client. The documents produced and stored by Excel will be considered the source documents for the purpose of future review and reference.
6. **Confidentiality Agreement:** Excel agrees to hold the client's information in strict confidence. Excel will not disclose any information regarding the client to any other party without the written consent of the client.
7. **Email and Computer Virus Protection:** Since the electronic exchange of data and information is common between Excel and clients, Excel will take reasonable care to ensure that their computer and email systems are secured and safe from viruses and other threats. Excel expects the client will also take reasonable care to ensure their computer and email systems are secured and safe from software viruses and other threats. Excel makes no warranty, expressed or implied, regarding the safety and security of email, email attachments, or files provided to the client. Excel will not be held liable for any damages resulting from the electronic exchange of emails and files.

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- 8. Email Spam:** In the conduct of business Excel may send emails regarding employment, career, and other business related topics. The recipient may request to be removed from Excel’s email distribution list. Upon receipt of the request, Excel will initiate the removal of the recipient’s email address from the distribution list.
- 9. File Backup:** Excel will take reasonable care to routinely back-up all computer files to a secured computer drive. Excel does not guarantee that client files will be stored through perpetuity. Excel will attempt to maintain computer files for a one-year period. However, it is the sole responsibility of the client to create a back-up of their file on a secured computer drive.
- 10. Limitation of Liability:** In no event, or under any circumstance, will Excel be liable to the Client, other person, or other party for any direct, indirect, incidental, special, consequential, or punitive damages, including the loss of income, profit, or goodwill, for any matter arising out of, or relating to this agreement and/or its subject matter, whether such liability is asserted on the basis of contract, tort, or otherwise even if Excel has been advised of the possibility of such damages. Excel’s total liability (including attorney’s fees) for damages hereunder for any cause whatsoever relating to the services provided by Excel shall be limited to the total fees paid by the client to Excel for services rendered.
- 11. Indemnification:** Client agrees to indemnify, hold harmless, and defend Excel and its owners and employees from and against any action, claim, cause of action, demand, liability, loss, inability, cost and expense (including attorney fees) arising from or relating to services provided by Excel.
- 12. Acknowledgements:** Client acknowledges that Client’s employment and career success involves risks and that success will be solely dependent on the actions and abilities of the Client. Excel expressly disclaims the making of, and Client acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential success of the Client.
- 13. Entire Agreement:** This Agreement, along with the Proposal, constitutes the full and complete contractual agreement between Excel and the Client. There are no other verbal, written, or other agreements that affect or modify this Agreement and the Service Proposal. Any prior representations, discussion, promises, contracts, agreements, real or perceived are hereby fully superseded by this Agreement and the Service Proposal.

The Client agrees that the terms of this Agreement and the Proposal shall be governed by the laws of the State of North Carolina regardless of the location of the Client’s legal domicile. The Client agrees that any legal action will be sought in the court(s) of Gaston County, in the state of North Carolina.

Jeffery L. McKeehan – Excel Career Services, LLC _____
Date

Client Name (printed)

Client Signature _____
Date