

# **Career Document Project Agreement**

## **DESCRIPTION OF WORK TO BE PERFORMED:**

Resume / Web Resume / LinkedIn Profile/ Facebook Profile development fees include creation of a customized questionnaire, review of supporting documentation, up to 30-minute scheduled consultation by phone (to include review of information and discussion of job search strategy), and up to two drafts of document before completion. Finalized files will be provided in Microsoft Word 2016, Adobe Acrobat PDF and ASCII formats. The fee is **TBD.** A price quotation will be provided prior to commencement of services.

Cover letter and/or Post Interview letter development fees include targeted letter writing, design and formatting to complement a powerful resume. Finalized files will be provided in Microsoft Word 2016 format(s). The fee is TBD

LinkedIn and Facebook profile development fees include creation of custom Headline and Summary content from client-supplied résumé and supporting documentation and completion of questionnaire form OR 30-minute phone consultation. Content will be provided through a LinkedIn Delivery Document, which includes basic instructions for client to upload content to his or her LinkedIn account. Under no circumstances will Mistry Consulting Services Inc.. require access to client's LinkedIn account username or password. Includes up to two drafts of documents before finalization. The fee is TBD.

All writing projects include preparation of an initial draft and multiple rounds of revisions.

Note: This fee quote is based on information provided to Mistry Consulting Services Inc.. An adjustment to the actual cost will be made if the scope of the project varies significantly from the information this estimate was based on. All services are based on a \$50/hour charge, billed in quarter-hour increments.



#### **PROOFREADING:**

Clients receive proofreading instructions with emailed or faxed project draft copy and are asked to check all data for accuracy and completeness. If corrections are needed, clients are asked to forward them via phone, fax or e-mail. If Mistry Consulting Services Inc. makes an error after the emailing of the final draft, client has up to 30 days after to notify Mistry Consulting Services Inc. and a revised copy will be emailed at no cost to the client. Mistry Consulting Services Inc. is not responsible for omissions made on behalf of client or incorrect information. Client is advised to check all dates and correct spellings. Mistry Consulting Services Inc. is not liable for false statements provided by a client and used in a resume application. During the proofreading session the client is expected to review all material thoroughly. Electronic changes are granted without charge until 30 days after delivery of the first draft. Additional consultation time in excess of one hour will be billed at the rate of \$50/hour, billed in quarter-hour increments.

# **PAYMENT TERMS AND CONDITIONS:**

#### \*\* Payment is due in full prior to services being rendered. \*\*

Mistry Consulting Services Inc. will not provide any service without payment of fees in full.

Payment may be made payable to Mistry Consulting Services Inc., via Interac e-Transfer or PayPal.



# EXPECTATIONS OF EACH PARTY:

Client agrees to pay all fees associated with requested work and participate fully in the information-gathering process for creating career documents — including, but not limited to, answering questions, providing copies of previous career marketing documents, providing links to job postings for the career target identified as the focus of the job search, and giving as much information as possible in order to create interview-winning career marketing documents.

Client agrees to complete a custom questionnaire thoroughly and accurately, to the best of his/her ability. While a telephone consultation is available to clarify issues not fully explained in the questionnaire, client agrees not to use this as a substitute for completing the questionnaire.

Mistry Consulting Services Inc. will not be responsible for missed deadlines if client is late in providing information or does not approve of work in a timely manner at any stage of the process.

Client must review all career documents for accuracy (including errors and missing or incomplete content, job titles, descriptions, accomplishments, dates of employment, and correct spellings) and respond by email with any changes or corrections (or approval to finalize) within 7 days of receipt of the draft documents. If changes are indicated, Mistry Consulting Services Inc. will provide one additional draft of the document for client review and approval. Approval of the second draft is required within 3 days of draft delivery. If corrections or approval are not provided within the timeline specified, it is assumed the documents are acceptable and the project will be finalized on the 30<sup>th</sup> day following delivery of the first draft.

Requests for changes, corrections, or revisions after project is finalized will be subject to additional charges at the rate of **\$50**/hour, billable in quarter-hour increments.



#### TIMELINESS AND PROJECT FINALIZATION:

Unless other arrangements are made, document drafts are provided within 7-10 days from when the client information is received (phone consultation completed or completed questionnaire received from client). Client is responsible for notifying Mistry Consulting Services Inc. if the draft documents are not received by the expected delivery date.

Rush service is available at an additional **\$150.00** premium. Please provide 24 hours' notice for any consultations that need to be rescheduled.

If the project has not been finalized 30 days from the date of this agreement, the project will be considered complete and the client will forfeit the rights to any services not used.

Changes after finalization — including client's discretionary revisions — are subject to additional charges at Mistry Consulting Services Inc.'s current hourly rate of \$40/hour, billed in quarter-hour increments.

## WARRANTY DISCLAIMER:

I understand that Mistry Consulting Services Inc. will work with me in good faith to compose and design exceptional career marketing materials based on the data I provide.

I understand that the documents composed by Mistry Consulting Services Inc. must be marketed properly to produce interviews, and that no guarantee of interviews, job offers, or employment is made when utilizing the services of Mistry Consulting Services Inc.. Client accepts full responsibility for the outcome of any job search campaign and agrees to not hold Mistry Consulting Services Inc. responsible for lack of interviews or job offers, failure to obtain employment, or any other related outcomes.

Client success is directly dependent on the effort, commitment, and diligence employed using the new career document and a variety of job search strategies (applying for advertised positions, networking, social media search, direct contact with potential employers, etc.). Outcomes are affected by many external variables,



including market volatility, local and national economies, market saturation for a particular industry, and client's level of experience, skills, and education.

#### CLIENT ASSURANCE OF ACCURACY OF INFORMATION PROVIDED:

Client represents and warrants that he or she owns or otherwise controls all of the rights to the content supplied to Mistry Consulting Services Inc.; that the content is accurate; that he/she is authorized to use the content supplied and that Mistry Consulting Services Inc. is indemnified for all claims resulting from content supplied by the client.

When client submits information to Mistry Consulting Services Inc., he/she grants a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, edit, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content subject to the company's Privacy Policy.

Client acknowledges that career documents are considered work-for-hire under the Copyright Act. All concepts, ideas, copy, sketches, artwork, electronic files, and other materials are the property of Mistry Consulting Services Inc..

Client agrees that the documents created by Mistry Consulting Services Inc. will be used for the sole purpose of seeking/soliciting jobs and/or interviews and for any other purposes expressly authorized by Mistry Consulting Services Inc.. Client may not sell, post, publicly review, or otherwise utilize the documents unless authorized in writing by Mistry Consulting Services Inc..

Information gathered from the client during the document creation process will be kept confidential. Mistry Consulting Services Inc. agrees not to disclose client's confidential information to anyone or use it in any way other than for the purpose of performing services for the client, with the exception that Mistry Consulting Services Inc. may disclose confidential information if ordered to do by a court of law.

## **INDEMNIFICATION:**



All work to be completed in a timely manner subject to acts of God, mechanical failure, or other circumstances beyond the control of Mistry Consulting Services Inc..

Mistry Consulting Services Inc. uses email to ensure accuracy in communicating changes and approval for client documents. Mistry Consulting Services Inc. provides client files in Microsoft Word 2016, Adobe Acrobat PDF and ASCII formats, and does not guarantee documents will retain all of their original, intended formatting and features on client equipment.

Mistry Consulting Services Inc. cannot provide technical support for document formatting or other file compatibility issues due to the wide variety of computer software and hardware available for client use.

## **REFUND POLICY:**

By signing this form, client acknowledges that fees are for services and, as such, are neither cancelable nor refundable. Client understands that by signing this agreement, he/she authorizes Mistry Consulting Services Inc. to provide the services stated above — including, but not limited to, client consultation and/or coaching, writing and editorial services, design, layout, editing and proofreading, and finalization.

Mistry Consulting Services Inc. is under no legal obligation to refund the purchase price of any service under any circumstance. However, Mistry Consulting Services Inc. will seek to satisfy every client in a reasonable manner including rewriting any resume that does not generate interviews after 90 days, provided the client has marketed the document properly [i.e., must have been submitted to a minimum of 100 open positions - online and offline. Client must provide a copy of 2 job postings and the resume and cover letters submitted to each for review, etc..

Rewrite services are limited to content already provided to Mistry Consulting Services Inc. and will not include any new information.



TERMS OF SERVICE:

Mistry Consulting Services Inc. reserves the right to refuse service, terminate a client relationship, or otherwise cancel orders in their sole discretion.

# **SEVERABILITY CLAUSE:**

In the event of any legal action, the laws of British Columbia, Canada will apply, and only the courts located in British Columbia will have jurisdiction over the parties to this agreement.

If any provision of this agreement is found to be unenforceable, all other clauses shall remain unchanged and in full force and effect.