MHRC

MIDSOUTH HR CONSULTING AND NOTARY SERVICES

EMPOWERING YOUR BUSINESS JOURNEY: HR CONSULTING & NOTARY EXCELLENCE IN THE MID-SOUTH

Client Service Agreement
Effective Date:

1. PARTIES

This Agreement is entered into by and between:

Midsouth HR Consulting and Notary Services ("Company")
and
[Client Name _____/ Business Name_____] ("Client").

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2. SERVICES & PACKAGE SELECTION

Client selects:

☐ Startup Package
☐ Standard Package
☐ Premium Package
☐ Notary Services

Detailed services may include:

- HR consulting & workforce strategy
- Compliance advisory (non-legal)
- Recruitment & staffing guidance
- Employee relations
- Training & development
- Notary services per Tennessee law

A separate **Statement of Work (SOW)**, if issued, governs deliverables and timelines.

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3. TERM

☐ Project-based (ends upon completion)
☐ Monthly Retainer
☐ Ongoing until terminated

Start Date: _____

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4. FEES & PAYMENT TERMS

- Total Fee: $_____
- Payment Type: ☐ Upfront ☐ Installments ☐ Retainer

Terms:

- Payment due per invoice terms
- Late fees may apply (up to maximum allowed under TN law)
- Services may be paused for non-payment
- All payments are **non-refundable** unless required by law

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5. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide accurate, timely information
- Participate in scheduled engagements
- Maintain compliance with applicable laws
- Review deliverables in a timely manner (but no later than 3 business days)

Failure may delay or impact services.

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6. INDEPENDENT CONTRACTOR

Company is an independent contractor. No employment, agency, or partnership relationship is created.

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7. NO LEGAL ADVICE

Company does not provide legal advice.

Client agrees to seek licensed legal counsel where appropriate.

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8. CONFIDENTIALITY

Both parties agree to maintain strict confidentiality.

Information may only be disclosed:

- With consent
- As required by law
- To protect legal rights

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9. DATA PRIVACY & CYBER RISK DISCLAIMER

Company implements reasonable safeguards; however:

- No system is fully secure
- Client assumes risk of electronic transmission

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10. LIMITATION OF LIABILITY

To the fullest extent permitted by Tennessee law:

Company shall NOT be liable for:

- Indirect or consequential damages
- Lost revenue, profits, or business opportunities
- HR or business decisions made by Client

Liability Cap:

Company's total liability shall not exceed **fees paid under this Agreement**.

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11. INDEMNIFICATION

Client agrees to indemnify and hold harmless Company from:

- Claims arising from Client decisions
- Misuse of consulting guidance
- Regulatory or legal violations by Client

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12. TERMINATION

Either party may terminate with **10 days written notice**.

Upon termination:

- Client pays for all completed work
- No refunds for services rendered

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13. FORCE MAJEURE

Neither party is liable for delays caused by:

- Natural disasters
- Government actions
- System outages

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14. DISPUTE RESOLUTION

All disputes shall be resolved as follows:

1. Good-faith negotiation
2. Mediation in Tennessee
3. Binding arbitration in Tennessee

Venue: Shelby County, Tennessee

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15. GOVERNING LAW

Governed by laws of the State of Tennessee.

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16. ELECTRONIC SIGNATURES

Valid under the **Tennessee Uniform Electronic Transactions Act**.

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17. ENTIRE AGREEMENT

This Agreement + SOW = full agreement.

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18. SIGNATURES

Client: _____ Date: _____

Company: _____ Date: _____

ADD-ON 1: HR CONSULTING LIABILITY WAIVER

Client Acknowledgment:

Client understands that:

- HR consulting is advisory in nature
- Outcomes cannot be guaranteed
- Company does not assume responsibility for:
    - Hiring decisions
    - Employee actions
    - Compliance violations

Client accepts full responsibility for all final business decisions.

Client Initials: _____

ADD-ON 2: TENNESSEE NOTARY ACKNOWLEDGMENT FORM

Notary Service Disclosure

Client acknowledges:

- Notary verifies identity and witnesses' signatures only
- Notary does NOT:
    - Provide legal advice
    - Draft legal documents
    - Confirm legality of documents

Client confirms:

- Valid ID presented
- Document signed willingly

Signature: _____ **Date:** _____