



# TITAN TIMES

May, 2011

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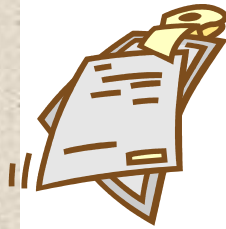
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## Anatomy of a Service Contract



If your company provides services, as opposed to a product, there are some specific items you should be sure to include in your Contract or Engagement Letter. This type of agreement should lay out the terms and conditions under which your business will provide certain services. Services include those such as consulting, accounting, property inspection, engineering, lawn care services, etc.

Here are some of the key points to incorporate into your Agreement:

The contract should clearly state *the precise services you will perform*. Broad or ambiguous terms should be avoided. For example; "... Company will provide all the services necessary to make the Client's computer network run smoothly". This ambiguity may create problems down the road as your definition and the client's definition of a smooth running computer system, as of the day you stop working, may be very different. Instead, try to be concise. For example; "... Company will provide up to 40 hours of consulting time to assist Client in modifying its computer network to operate more quickly ... (preferably to some benchmark). In this way, the time and service commitments can be measured. The Agreement should, if necessary, also state where the service will be performed.

Be careful when you state the *time to completion of services*. If you don't complete your services by some absolute deadline, what rights does the customer have? For example, are you covered in a case where some disastrous situation has impeded your ability to meet a deadline, that would prevent the client from terminating the contract or withholding part of the quoted fees?

*Force Majeure*: This is legalese for a clause that says that if you are prevented from completing your work due to an act of G-d or other unforeseen event (power failure, earthquake, labor strike, etc.), then your inability to complete the task will be excused for a reasonable period of time.

*Fees* should be spelled out clearly as should be the expected terms of payment. Do you expect payment based on an hourly rate, by percentage of work completed or by lump

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sum? Do you charge a retainer? When are payments due and what are the terms for late payments?

Some engagements require the *reimbursement* of expenses such as travel or lodging. If this is the case, be certain to spell it out in the Agreement and be prepared to provide the client with an accurate and complete accounting of the same.

You may also want your standard contract to state that if you are not being *paid timely*, you have a right to terminate or suspend services.

Consider a clause addressing the *non-solicitation of employees*. This prohibits the client from trying to hire away employees that are working on the project under contract. This could be of special importance if you have employees with highly specialized skill-sets.

In the best scenario, you want to *limit your liabilities* to the extent possible. One common practice is to limit liabilities to your fees received. You may also want to consider using clauses that address consequential, punitive, speculative or loss-of-profit damages. Various laws may limit the enforceability of these provisions, but you generally have no downside to including them in your contract. Of course, the best route is to have an attorney draft or review your Standard Agreement. Likewise, you may want to *specify a period for bringing claims*.

If there is an area related to the service you provide that you think may commonly be seen as related, when it fact it is not, be sure to add a *legal disclaimer*. Again, it is better to err on the side of safety. For example: "... not intended as tax advice, see your tax professional".

Here comes our Legal disclaimer (of course): This list of items to be included in your Service Agreement/Contract/Engagement Letter is intended to be a primer on some of the main points to include in your Document. It is always prudent to have an attorney review your Agreement. If you require referral to an attorney, feel free to call us.

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## Masterful Quotes

"If you wait for all your circumstances to be perfect and for the stars to all line up, life will just happen to you. Choose what you want in life. Circumstances can lead you around like a puppet on a string, but where there is pure commitment, your true destiny will prevail."

~ *Jenene Stafford.*

The rung of a ladder was never meant to rest upon, but only to hold a man's foot long enough to enable him to put the other somewhat higher.

~ *Thomas Henry*

Don't say you don't have enough time. You have exactly the same number of hours per day that were given to Helen Keller, Pasteur, Michaelangelo, Mother Teresea, Leonardo da Vinci, Thomas Jefferson, and Albert Einstein.

~ *H. Jackson Brown, Jr.*

"The most powerful weapon on earth is the human soul on fire".

~ *Ferdinand Foch*



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## Great Employee Perks

Employee perks can have a wonderful impact on employee attraction, productivity, morale (and retention). For many companies, there are some unusual suspects outside of the typical profit sharing plans, bonuses and 401(k) plans. Many companies offer these as free services to their employees or arrange with vendors for discounted fees. And, more and more, companies are using perks to help offset the reduction in pay-raises attributable to the economic climate of the past few years.



Below is a list of several ideas in use at some businesses;

**Massages.** At Intuit, employees can get neck and back massages at their desks. We currently service a client that offers this perk with great feedback from its employees.

**Health Club Membership:** A number of companies provide free or negotiated reduced rates at local health clubs to their employees. We've also seen negotiated reduced rates made available to employees for dining, at clothiers and at other shops.

**Pizza/Sub Parties:** Pizza and/or sub parties have become a mainstay for many companies. This can be a good overall morale-booster.

**Laundry Service.** Employees at Netscape can drop off their laundry at the office and have it returned there for pickup.

**Car Washes.** Intel offers its employees a service that will pick up their car at work for a wash and detail and then return it before the end of the day.

**On-Site Dental Visit.** Cisco provides on-site dentist visits to its employees. Set days are arranged and employees can make "appointments" on those days.

**Day Care:** Today, many companies provide on-site day care facilities which have proven to be a tremendous perk for employed parents.

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**Office Meal Delivery:** Some companies that have employees working late into the night offer meal delivery services ranging from simple delivery to company paid dinners. In fact, this is very common in accounting and law firms, as well as in companies with special projects that require their employees to work into the evening.

**Incremental Rewards:** Studies have shown that sometimes cash incentives don't necessarily stick in an employee's mind: Many people use the money to pay bills and later forget where it went. To generate a greater attachment to its incentives, the Harbor Court Hotel in San Francisco launched a program that rewards its employees by giving them a poker chip whenever a customer reports exceptional customer service. The chips, worth two dollars each, can be redeemed by the end of the month for gift cards to places such as the Gap, Starbucks, Crate and Barrel, and more. Ross Lucas, supervisor at Harbor Court, says although the incentives are small (the gift carts are worth \$10 to \$25) and they work because they're incremental. Once employees earn a chip, they're motivated to rack up more, in order to beef up the amount of the award. It motivates them to work towards something.

These are only some ideas that can enhance productivity and morale while providing convenience and accessibility to employees. The cost of these perks may be worth the benefits gained from improved work conditions and employee satisfaction.

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