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Put It in Writing: Building Client Agreements that Protect You, Your Business & Your Client Relationships

Risk Fundamentals Series

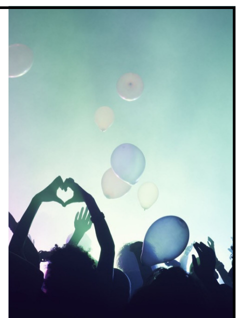
Lisa Montanaro, JD, CPO Emeritus

Center Stage Success, LLC

1

About Me

- Productivity consultant, executive and career coach, organizational development strategist, speaker, and author
- NAPO member for 16 years (2002-2018)
- Former frequent presenter for NAPO national conference and chapters
- CPO Emeritus (inaugural CPO class of 2007)
- Former practicing lawyer and law school professor
- Proud to count many NAPO members among business coaching clients
- Developed templates, programs, and resources to help raise standards of organizing profession



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2

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Learning Objectives

- Understand how written agreements are your most powerful risk management tool.
- Identify essential clauses every agreement needs.
- Walk through sample clauses.
- Present your terms effectively during initial client interactions.
- Scripts and strategies for enforcing terms with clients.
- Roadmap for building or refining a template agreement tailored to your business.

3

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Disclaimer

- This session is not intended to be legal advice or representation.
- It conveys general information and best practices related to client agreements in the organizing and productivity professional industry.
- Content is based on U.S. law.
- Attendees should have a local attorney draft or review their client agreement to ensure compliance with applicable state laws and individual business policies and practices.

4

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What a Client Agreement Actually Is

A client agreement is a written contract between you and your client that:

- Defines the services you'll provide and the terms under which you'll provide them
- Creates a legally binding, enforceable record of your mutual understanding
- Doesn't need to be long, fancy, or written in legalese — it needs to be clear

5

What a Good Client Agreement Does

- Puts clients on notice of your policies
- Sets a professional tone and promotes consistency
- Creates the "meeting of the minds" required for a valid contract
- Is legally enforceable — but only if you understand it yourself

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Understand Your Client Agreement

- The client agreement is only as powerful as your understanding of it.
- You can't promise, or enforce, what you don't understand.
- Use this presentation as an invitation to know your agreement, business practices and policies, and help you show up to every client relationship with confidence.
- *Note:* This presentation models language that uses a warm, clear, and professional tone. Adapt to your business and personality.

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7

The Law as a Shield — and Your Friend

- Your client agreement is a communication tool, relationship builder, and boundary setter.
- Think of it as part of your legal shield — a well-crafted agreement prevents problems rather than just responding to them.
- The law provides a shield of protection from 3 sources:
  1. A Business Entity
  2. A Client Agreement
  3. Business Insurance

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8

Resistance Reality Check

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The Fear	The Reality
"It's too formal — it'll scare clients away"	A professional agreement builds confidence, not fear
"It's too expensive to create"	A good template, thoughtfully customized, costs far less than one bad client situation
"I already have an agreement — I'm covered"	When did you last read it? Does it still reflect your business?
"It's too complicated — I'm not a lawyer"	It shouldn't be. Plain English is not just acceptable — it's preferred

9

Your Agreement is a Living Document

- Your agreement should change and grow as your business (and the industry and world!) changes and grows.
- What you have today is a current version — not the final one.
- Review it regularly — at least once a year.
- Revise it when your services, policies, or experiences change.
- Learn from every difficult client situation and update accordingly.

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10

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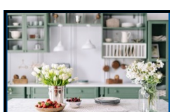
Three Document Types

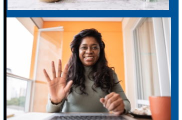
Client agreements come in three main forms.

- For most residential organizers: one combined document covers all three.
- For organizational or corporate clients: separate documents are common — and clients often provide their own.
- ⚠️*Pro Tip*: You may also want an internal Policies & Procedures document (aka, Operations Manual).

Document	Purpose
Service Agreement	Standard business terms and conditions
Statement of Work (SOW)	Project-specific details, scope, timeline, deliverables
Non-Disclosure Agreement (NDA)	Formal confidentiality protection for sensitive situations

11





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One Agreement or Several?

Consider having separate versions of your agreement for different service types. The core clauses stay the same. The service-specific details change.

- Hands-on organizing — residential
- Hands-on organizing — business or organizational
- Virtual organizing or consulting
- Speaking, training, or workshops
- Coaching
- Photo organizing or digital organizing
- ⚠️ *Pro Tip*: If you use organizers on your team, you may also need an Independent Contractor Agreement.

12

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Updating an Existing Agreement

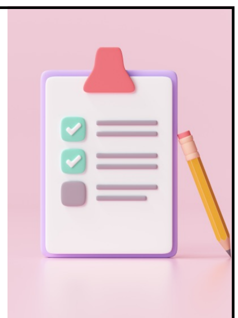
- Already have a client agreement? When did you last read it and update it?
- Signs your agreement needs a refresh:
  - You copied it from somewhere and never fully customized it
  - You've never had a local attorney review it
  - You've added new services since you last revised it
  - You've had a client situation your agreement didn't cover
  - It's been more than two years since you reviewed it
- ⚠️ *Pro Tip:* Your agreement should reflect the business you run today — not the business you started with.

13

Walkthrough of Clauses in Client Agreements

- We won't cover all clauses today — but we'll cover the ones that matter most.
- As we go through each cluster, ask yourself three questions:

1. Do I have this in my agreement?
2. Do I understand what it means?
3. Does it still reflect how I actually run my business?



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14

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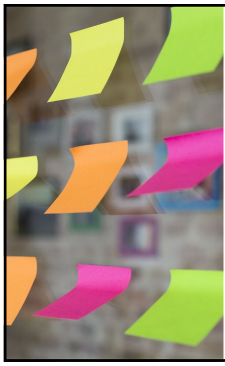
Clause Cluster 1: Foundational Clauses

- Cover the basics first
  - Parties — full legal names, business name(s), address, contact information
  - Relationship of Parties — functioning as independent contractor as opposed to employee
  - Purpose & Term — what this agreement covers and how long it lasts
  - Welcome/Introduction — sets tone and reinforces professionalism
  - Code of Ethics — reference NAPO, BCPO, or other relevant professional association or certifying body
- ⚠️ *Potential Pitfall:* outdated business names, old addresses, or a code of ethics still in your template.

15



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Clause Cluster 2: Scope of Work & Services

- Define what you will do — and what you won't.
  - Scope of Services — general description of services included
  - Statement of Work — specific project details (can be an attachment)
  - Change in Scope of Work — how requests outside the original project/agreement are handled
  - Client Responsibilities and Cooperation — what you need from the client to provide services
  - Harm Reduction Plan Policy — for clients with hoarding behavior
  - Parameters of Relationship — disclaimer that you're not a therapist, attorney, accountant, or financial advisor (aka, *"I am not your [X]"* clause.
  - Assignment or Substitution of Services — subcontractor use for organizers or other vendors
  - Opportunity to Remedy Services — if client dissatisfied, they notify you
- ⚠ *Pro Tip:* The clause most likely to save you from "scope creep" is Change in Scope of Work.

16

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Clause Cluster 3: Payment

- Payment Terms are codifications of business practices and decisions.
  - Rates & Fees — covers every type of work you do, how you charge, and the associated cost
  - Payment Timing —when you require payment (in advance, per session, monthly, net 30)
  - Deposit/Retainer — amount, non-refundable language, how applied
  - Late Payment Fees — amount, trigger point
  - Bank charges/Payment Processing Fees — who absorbs the cost
  - Refund Policy — clear and specific
- ⚠ *Pro Tips:*
  - Surprises on an invoice damage client relationships and are hard to enforce.
  - Late Payment Fees clause is most likely to protect your revenue unless require payment in advance.

17

State Specific Issues

These 3 payment issues are regulated by state law, so verify what your state permits.

- Late Fees: Legal in all states, but max percentage cap differs. Service providers standard is 1.5% per month on unpaid invoices.
- Bounced Check Fees: Legal if disclosed in writing with states covering how much can charge and steps to collect payment.
- Credit Card Surcharges: Most complex with some states forbidding surcharge while others allow if in writing with caps between 2-3%. Check state laws specifically and often!

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18

Clause Cluster 4: Cancellation & Termination

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- Cancellation — missing or ending a scheduled session:
  - Notice required (24-48 hours is standard)
  - Fee for late cancellation (partial or full session)
  - Policy for chronic or repeated cancellations
  - Force majeure for events outside parties' control
- Termination — ending the working relationship:
  - Breach of agreement
  - Notice required by either party
  - Outstanding payment obligations must be honored
  - Procedure for wrapping up
- ⚠ *Potential Pitfall:* Repeated cancellation without a chronic cancellation policy in place or applied inconsistently.

19

Clause Cluster 5: Confidentiality & Privacy

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Confidentiality is not absolute — and your agreement shouldn't promise that it is.

- Confidentiality Clause — what you protect and how
- Limits of Confidentiality — legal reporting requirements, subpoenas
- Third-Party Payer — who owns confidentiality when someone else is paying
- Permission to Communicate with Third Parties — requires client authorization
- NDA — for sensitive organizational or high-profile situations
- Photo & Testimonial Release — for use of before & after photos, testimonial online
- Handling Client Financial Property & Transactions — checks, POA, passwords, online accounts
- Team/Subcontractor Confidentiality — confidentiality extends to them

20

Clause Cluster 6: Liability & Risk

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- You can't eliminate all risk — but you can define and limit it.
  - Limitation of Liability — caps your exposure for loss or damage
  - Indemnification/Hold Harmless — client holds you harmless for authorized decisions
  - Estate/Hoarding Situation Release — family, power of attorney, or executor authorizes decisions and holds you harmless
  - Assumption of Risk — client acknowledges inherent risks of organizing process
  - Insurance — coverage, inclusions, exclusions for service provider, and client's homeowners' insurance primary
  - Donation Verification & Transport Release — client verifies donations & limits liability for items you transport
  - Disposal of Items — client authorizes and is responsible for final decisions
  - Digital Files & Photo Organizing Release — copying, storage, liability
  - Safety & Health — right to refuse to work in hazardous or unsafe conditions
- ⚠ *Pro Tip:* Know your insurance policy as well as you know your agreement.

21

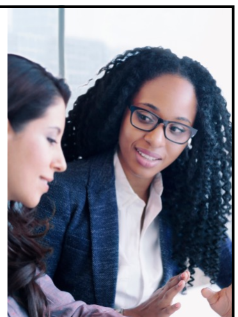
Clause Cluster 7: Legal Framework

- These boilerplate clauses provide the legal glue of your agreement.
  - Governing Law — which state's laws apply and where disputes resolved
  - Entire Agreement/Merger — this document supersedes all prior discussions
  - Amendments — changes must be in writing, signed by both parties
  - Waiver — not enforcing a term once doesn't mean you've waived it permanently
  - Dispute Resolution — mediation or arbitration before litigation
  - Severability — if one clause fails, the rest stands (aka, the "*I will survive*" clause.)

22

Presenting Your Agreement to Clients

- Your agreement is not just paperwork. It's the beginning of the client relationship: The Relationship Roadmap!
  - Introduce it at the initial consultation — before work begins and money changes hands
  - Send it in advance (or immediately after) so the client can read it without pressure
  - Walk through it together — don't just hand it over and ask for a signature
  - Frame it as "How we work together," not "Here are my legal terms"
- ⚠ *Potential Pitfall:* waiting until the first session to mention it.



23

Sample Scripts for the Consultation

- Opener - What to say when you introduce your agreement:
  - "Before we schedule our first session, I'd love to walk you through my client agreement. It's straightforward — it outlines how we'll work together, how I handle payment and scheduling, and what you can expect from me and what I'll need from you."
- Hesitation - What to say when a client seems hesitant:
  - "I know agreements can feel formal, but I find that when everything is clear upfront, we can focus entirely on the project — and that's when the best results happen."
- Direct Question - What to say when a client asks why you need one:
  - "The agreement protects both of us. It makes sure we're on the same page before we start, so there are no surprises for either of us down the road."

24

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Agreement as Screening Tool: Client Who Refuses to Sign

- A client who won't sign your agreement is telling you something. Ascertain what that is!
  - Questions: Answer them and offer to walk through the agreement together.
  - Negotiation: Decide in advance what's flexible and what's nonnegotiable. Minor adjustments are fine — compromising your core protections is not.
  - Outright Refusal: This is a red flag. Consider whether this is a client you want to work with.
- ⚠️ *Pro Tip:* Clients who resist your agreement most strongly are often the ones who will test your boundaries most consistently.

25

Getting Your Agreement Signed

- How you deliver and collect your agreement signals your professionalism.
- Digital/E-Signature (recommended)
  - Advantages: trackable, timestamped, stored automatically, easy to resend
  - Best practice: send with a brief personal note, not just a link
- Paper
  - Still appropriate for in-person consultations or clients who prefer it
  - Use two copies and always keep one signed by both parties
  - Consider scanning and storing digitally
- ⚠️ *Pro Tip:* Verbal agreements are not legal contracts. A signature — digital or physical — is non-negotiable.

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26

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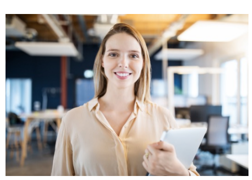
The Enforcement Mindset

- Enforcing your agreement can feel uncomfortable or even confrontational. Reframe your mindset to one of professionalism.
  - Your agreement only protects you if you use it
  - Inconsistent enforcement sends the message that your terms are optional
  - You can enforce firmly and preserve the relationship — with the right language and tone
  - Your agreement gives you something to point to — so it never has to feel personal
- ⚠️ *Pro Tip:* You're not enforcing your opinion. You're enforcing an agreement you both signed.



27

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Common Enforcement Challenges

1. Chronic Late Cancellations
2. Late or Non-Payment
3. Scope Creep

28

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Enforcement Challenge 1: Chronic Late Cancellations

- Client Agreement should offer layers of cancellation protection.
  - Notice Window - e.g., 24-48 hours notification required
  - Fee - e.g., half or full session rate charged
  - Chronic Cancellation Policy - what happens when pattern develops
    - Require deposit to rebook after third late cancellation
    - Direct conversation about whether they're ready to commit
    - Tell client to take a break
    - Terminate relationship
- Script ideas for first time cancellation: Acknowledge things come up, reminder of cancellation policy, fee included in next invoice or session, reschedule.
- Script ideas for chronic late cancellations: Pattern of scheduling challenges, talk about how to set up for success going forward, requirements to hold time reliably.

29

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Enforcement Challenge 2: Late or Non-Payment

- Causes most financial damage to organizing businesses and most anxiety to enforce.
- Payment clause should do three things:

  1) establish when payment is due

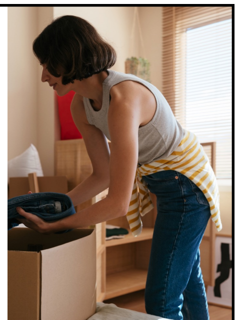
  2) specify late fee that applies when payment not received

  3) note that client is responsible for any collection costs
- ⚠️ *Pro Tip:* Best prevention tool is to require deposit/retainer upfront, or payment in advance or at time of service.

30

Enforcement Challenge 3: Scope Creep

- Sneaky because it feels like client enthusiasm!
- Change in Scope Clause is best prevention tool.
- Be clear what constitutes new work and is outside project.
- Establish that anything outside original agreement requires written addendum.
- More you use addendum process for expansion of scope, the more natural it becomes.
- ⚠ *Pro Tip:* Scope creep is far easier to address in the moment than retroactively.



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31

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When Enforcement Reaches Its Limits

- Sometimes the right decision is to end the client relationship.
- Termination Clause covers notice in writing and that outstanding fees are to be paid.
- Signs it may be time to end the working relationship:
  - Repeated violations despite clear, documented conversations using warmth and professionalism
  - Non-payment that isn't resolved after reasonable follow-up
  - Client is consistently disrespectful of your time, boundaries, or policies
  - Situation has become emotionally or professionally untenable

32

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Enforcement Checklist

Before any enforcement conversation:

- Review your agreement — know exactly what it says
- Document what happened and when
- Decide what outcome you're seeking
- Choose your communication method — written provides legal protection

During conversation:

- Reference your agreement, not your feelings
- Be specific — dates, amounts, incidents
- State what you need and by when
- Leave room for resolution

After conversation:

- Follow up in writing to confirm what was discussed
- Note any commitments made
- If unresolved, follow your agreement's next steps

33

The Agreement Audit

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Whether you're building from scratch or refining what you have — start here.

- **Step 1: Gather** - Collect everything you currently use — your agreement, any addenda, separate policy documents, email templates that function as informal terms
- **Step 2: Read** - Review every word. Ask yourself: Do I understand this? Does this still reflect how I actually work?
- **Step 3: Compare** - Use the clause clusters to identify what you have, what's missing, and what needs updating
- **Step 4: Customize** - Adapt your agreement to your specific services, client types, and state requirements
- **Step 5: Review** - Have a local attorney review your final version — at least once

34

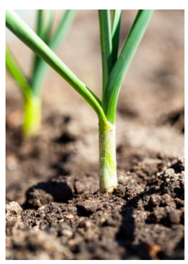
Your Agreement is a Living Document

Review your agreement when:

- You add a new service or change how you deliver an existing one
- A client situation arises that your agreement didn't cover
- Your pricing, policies, or business model changes
- A local attorney flagged something to address
- It's been more than a year since you last read it

When you update your agreement:

- Notify existing clients of material changes
- Ask them to sign the updated version
- Date your versions so you always know which one applies



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35

Your Action Plan

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This Week:

- Pull out your current agreement and read it
- Note what's missing using the cluster clauses list
- Identify your single highest-priority gap

This Month:

- Complete your audit using the five-step process
- Draft or revise your agreement using the clauses we covered
- Research your state's requirements for late fees, surcharges, and bounced check fees

Within 90 Days:

- Have a local attorney review your final version
- Implement your e-signature process if you haven't already
- Put your agreement review on your annual calendar

36

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Final Thoughts

- The organizing and productivity professionals who build thriving, sustainable businesses don't avoid hard conversations.
- They show up prepared — with clear terms, confident language, and the professional standing to enforce their agreement.
- They use direct, polite expectations and communication backed up by what's in writing.
- They communicate with professionalism, protect what they've built, and show up for their clients — and for themselves.
- To do this, you don't need a law degree.
- You need clarity, consistency, and the conviction that your work — and your time, and your expertise — is worth protecting.

37

Go "Put it in Writing"

- The best time to strengthen your agreement was when you started your business.
- The second-best time is now.
- Thank you for joining me!

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38

Let's Connect

- Center Stage Success, LLC
- Website: www.LisaMontanaro.com
- LinkedIn: www.Linkedin.com/in/LisaMontanaro
- Email: Lisa@LisaMontanaro.com
- Phone: (530) 302-5306

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39

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Resources

Experts and Organizations

- Local Accountant
- Local Attorney
- Local Chamber of Commerce
- Department of State for your state
- Department of Consumer Affairs for your state
- LegalZoom: https://www.legalzoom.com
- SCORE: https://www.score.org
- Small Business Administration (SBA): https://www.sba.gov

Podcasts

- Let Go to Grow – Focusing on Your Strengths with Lisa Montanaro, NAPO Stand Out podcast, episode 10: https://napopodcast.com/podcasts/lisa-montanaro/ and https://podcasts.apple.com/us/podcast/stand-out/id1332196350?i=1000411916762

Professional Associations

- NAPO Code of Ethics: https://www.napo.net/page/about_ethics
- BCPO Code of Ethics: https://www.napo.net/page/BCPO_Code_of_Ethics
- NAPO University: https://www.pathlms.com/napo
- NAPO Point Member Connect
- NAPO Chapters
- Institute for Challenging Disorganization (ICD)

40