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

Risk Fundamentals Series

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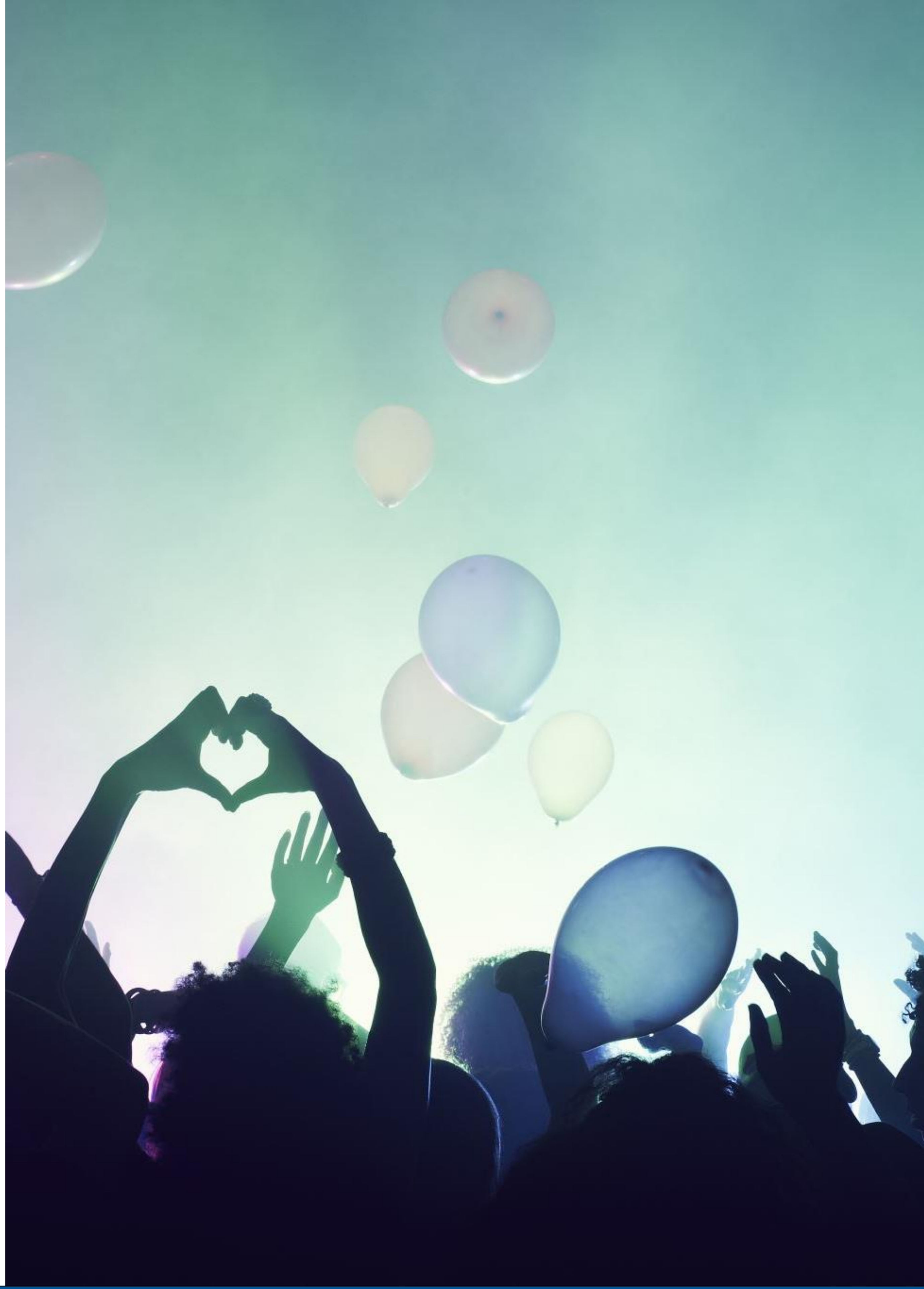
About Me

- 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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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.

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.

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

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.

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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Resistance Reality Check

The Fear

- "It's too formal — it'll scare clients away"
- "It's too expensive to create"
- "I already have an agreement — I'm covered"
- "It's too complicated — I'm not a lawyer"

The Reality

- A professional agreement builds confidence, not fear
- A good template, thoughtfully customized, costs far less than one bad client situation
- When did you last read it? Does it still reflect your business?
- It shouldn't be. Plain English is not just acceptable — it's preferred

Your Agreement is a Living Document

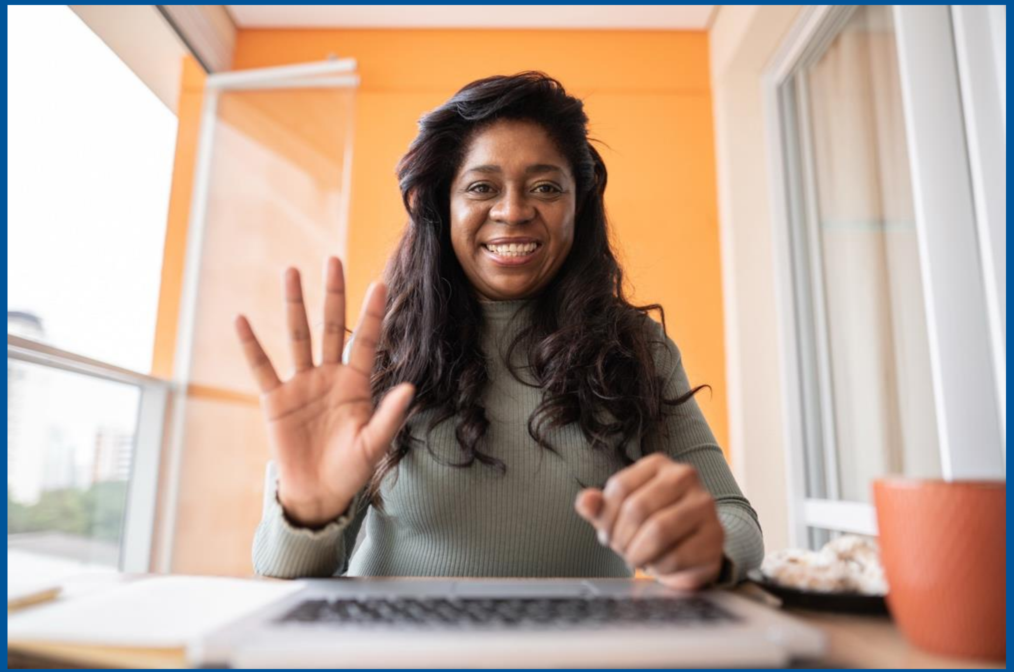
- Your agreement should change and grow as your business (and the industry and world!) changes and grows.
- What you have today is a current version — not the final one.
- Review it regularly — at least once a year.
- Revise it when your services, policies, or experiences change.
- Learn from every difficult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

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



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.

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.

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?

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.

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.

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.

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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Clause Cluster 4: Cancellation & Termination

- 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.

Clause Cluster 5: Confidentiality & Privacy

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

Clause Cluster 6: Liability & Risk

- 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.

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.)

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.

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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."

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.

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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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.

Common Enforcement Challenges

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

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.

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.

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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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

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

The Agreement Audit

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

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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Your Action Plan

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

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.

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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Let’s Connect

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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)

