Twitter Thread by andre ■■

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@andrehaykaljr

As an agency owner, it's important to set clear expectations and guidelines from day one of a client relationship

Here's the contract we use to do that

thread

Before diving into pages of legal jargon, we open the contract with a professional looking "overview" page to build trust and summarize the following pages.

KNOWLEDGEX, LLC

OVERVIEW & GOALS

Hey there [redacted]

We greatly appreciate your trust and consideration in having our team at KnowledgeX serve you.

Based on our vast experience in this space, we're confident we'll exceed your goals and objectives in working with us.

As partners, we'll be working on your behalf to execute all areas of the services outlined in this proposal.

To do this as effectively as possible, we'll require your guidance and input, but don't worry, we promise to perform all of the heavy lifting.

As the following pages of the proposal will show, we utilize a wide range of skills to accomplish your goal of getting on more sales appointments with your ideal prospects.

If you have any questions or concerns about anything covered in this proposal, please don't hesitate to reach out.

Talk soon :)

Andre Haykal Jr
Co-Founder & CEO
KnowledgeX, LLC

The next page outlines our Scope of Work so there's mutual understanding of both parties' responsibilities from day one.

This is an important precedent to set, because the client-agency relationship requires input from both sides in order to be successful.

KNOWLEDGEX, LLC

SCOPE OF WORK

RESPONSIBILITIES OF KNOWLEDGEX

I. Overview

KnowledgeX will send a cadence of individually personalized messages to new leads through LinkedIn and cold email (on the Client's behalf using their personal accounts on these platforms) in efforts to get the Client's ideal prospects on the phone with them for sales appointments.

II. Professional Workspaces

KnowledgeX will set up a private Slack workspace with multiple channels, a private Trello project board, and a shared Dropbox folder specifically for the Client to access at any time. The Agency will also be available to meet with the Client via Zoom to review project progress twice every month.

III. Omnichannel Outreach Campaign Set Up

KnowledgeX will go about setting up everything needed to begin sending out a cadence of individually personalized messages to new leads through LinkedIn and cold email on the Client's behalf. KnowledgeX will cover all costs incurred to access the required software tools and additional labor hours. The Client will only be responsible for paying a flat rate per sales appointment booked.

IV. Omnichannel Outreach Campaign Launch & Management

KnowledgeX will launch the personalized LinkedIn and cold email outreach campaigns. KnowledgeX will manage the outreach campaigns daily and look for ways to optimize the results however possible.

V. Managing Replies In The Inbox

KnowledgeX will be responsible to respond to and manage the replies from leads directly from the Client's personal LinkedIn inbox and their cold email account inbox with the goal of booking sales appointments with as many of the prospects as possible.

RESPONSIBILITIES OF THE CLIENT

I. Onboarding Form

It is extremely important that the Client provides KnowledgeX with as much information as possible when answering the questions in the onboarding form to ensure that KnowledgeX has access to all the information about the Client's business and goals to run the best outreach campaigns possible.

II. Guidance & Support As Needed

The Client will be available to answer any questions from KnowledgeX via Slack and email in a timely manner in regards to campaign progress, messaging, questions from prospects, sales appointment feedback, and other relevant information related to this working relationship.

Before jumping into the legalities of the contract, we provide the client with a project timeline so they know what to expect from us in terms of launching & managing their campaigns.

We keep this brief and save the details for our onboarding call.

Now for the important legal terms of our contract...

Of course, we get paid for each call we book for the client and charge a setup fee to take care of the initial expenses needed to get campaigns started.

1.5 Invoices. The Agency will invoice the Client for [redacted] USD once both parties have signed this contract. Starting one (1) month after the first campaign is started, the Agency will invoice the Client monthly via Stripe for the agreed rate of [redacted] USD per sales appointment booked during the previous billing cycle. The Client agrees to pay the amount owed within 7 days of receiving the invoice. The Agency shall be entitled to charge, and the Client shall pay, interest on any unpaid amount from the due date until payment is received at a rate of [redacted] per day on the outstanding amount.

A clear Invoices procedure ensures you get paid on time, and if you don't, the client will have to pay interest until you do get paid.

Unless you're dealing with a bad client, you should never run into an issue with interest... 7 days is more than enough time to pay an invoice.

Something that's brought up regularly in the Pay Per Call model is the quality of the calls booked...

This amendment sets clear expectations on the quality of booked calls.

1.4 Sales Appointments. Due to the nature of the services being performed by the Agency and by their signing of this agreement, the Client understands that not every sales appointment booked is guaranteed to be qualified. Regardless, the Client agrees to pay the Agency for every sales appointment booked that shows to the appointment at their scheduled time and date as a result of the services performed by the Agency. The Client reserves the right to cancel an appointment before the scheduled time and date if they feel the prospect is unqualified. In the event that they do elect to cancel an appointment, the Client will not be billed for said appointment.

Obviously not every call booked will be qualified, which is why we don't guarantee that every call will be.

We still need to be paid for every call booked, or else we'd have to charge a lot more than $300 per call.

We do our best to make sure every call is qualified, and give the client plenty of opportunity to give us feedback on the calls they have.

Here's a thread on how to setup a client feedback loop for the quality of calls booked ■
https://t.co/H9514Wcbxa

how to create & automate a client feedback loop to get real-time insights from clients on the quality of booked calls

thread pic.twitter.com/K8rv3KOyjc

— andre \u26a1\ufe0f (@andrehaykaljr) June 30, 2021

Next, there's a clear "Terms" agreement to ensure clients can't just drop the relationship without proper reasoning and notice.

Something to note here is the 90 day commitment, which gives us plenty of time to optimize campaigns without the risk of the agreement being ended.

This Contract is ongoing until ended by the Client or the Agency. Either party may end this Contract for any reason 90 days after the signing of this agreement by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 14 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 10.4. The Client will pay the Agency for the work done up until when the Contract ends and will reimburse the Agency for any agreed-upon, non-cancellable expenses. The following sections don't end even after the Contract ends: 2 (Ownership and Licenses); 3 (Non-Solicitation); 4 (Representations); 7 (Confidential Information); 8 (Limitation of Liability); 9 (Indemnity); and 10 (General).

Once the 90 day window has passed, either us or the client may end the relationship with a 14 day wind-up period.

This 14 day window lets us wind down campaigns and take advantage of any conversations that may still lead to booked calls.

This part is important.. every agency contract needs to make it clear that you're an Independent Contractor and not an employee of the client.

Needs to be clear that you as the agency are in charge of the work, not the client.

6. INDEPENDENT CONTRACTOR.

The Client is hiring the Agency as an independent contractor. The following statements accurately reflect their relationship:

- The Agency will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, the Agency is responsible for determining when, where, and how it will carry out the work.
- The Client will not provide the Agency with any training.
- The Client and the Agency do not have a partnership or employer-employee relationship.
- The Agency cannot enter into contracts, make promises, or act on behalf of the Client.
- The Agency is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- The Agency is responsible for its own taxes.
- The Client will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers' compensation for the Agency or any of the Agency's employees or subcontractors.

This section also provides clarity and comfort for the client, as it details how we as the agency can't enter into contracts or act on behalf of the client.

Finally, a Next Steps page recaps the agreement, outlines clear CTAs for the client to begin work with us, and prompts the client to sign the contract to begin work.

KNOWLEDGEX, LLC

NEXT STEPS

Please read the Service Agreement on the previous pages in its entirety to ensure you understand all the details of our Pay-Per-Call Outreach DFY Service Offering.

It's vitally important to us that everything is transparent and understood from the start in efforts to set a solid foundation for a great working relationship.

If you have any questions at all, please let us know. We're happy to clarify anything you may be concerned with. We're committed to your success and a long-term partnership.

1) Once you feel confident about moving forward with us and you're ready to move forward, please sign your name below.

2) Once we receive the signed agreement, we'll contact you shortly after to schedule the next steps for your project rollout.

3) We'll be sure to send you an email with the finalized copy of the signed service agreement for your personal records.

THE PARTIES HERETO AGREE TO THE SERVICE AGREEMENT AS EVIDENCED BY THEIR SIGNATURES BELOW.

ANDRE HAYKAL JR	
The "Agency"	The "Client"
Andre Haykal Jr KnowledgeX, LLC	[redacted]

[redacted]

Contracts are an extremely important part of running an agency...

They protect your time and effort, give the client more clarity on the relationship, and establish clear responsibilities for both sides to get started working together.

Hopefully there's a thing or two you're able to implement into your contract from this thread,

And as always be sure to follow me for more actionable threads just like this one @andrehaykaljr :)