



**THE RESUME PLACE, INC.**  
www.resume-place.com  
Catonsville, MD 21228  
(410) 744 4324, Toll free: (888) 480 8265

## **FEDERAL RESUME WRITING SERVICE AGREEMENT**

*(Version 2 – Effective August 8, 2014)*

**IMPORTANT: PLEASE READ THE FOLLOWING CAREFULLY BEFORE CONTINUING.**

Before ordering any of our products and/or services, you will be required to accept the terms of this Agreement. By signing below, you agree that the terms and conditions of this Agreement shall be valid and binding upon you.

Once you have submitted your payment, we will not provide any refunds or exchanges. If you have any concerns about the federal resume writing services, you can speak to Kathryn Troutman regarding your concerns and we will work with you to resolve them. We want you to be pleased with our federal resume writing services. However, there will be **NO REFUNDS on services provided.**

1. Fees. Concurrent with the submission of your order for our products and/or services, you will pay Resume Place the then-current non-refundable deposit or fee as posted on Resume Place’s website on the date you submitted your order. For all projects under \$600 or deadlines requiring completion in 10 days or less from the order date, we require full payment prior to beginning any service and will automatically charge your credit or debit card in the amount due for the relevant service(s) upon submission of any order.

2. For projects \$600 and up, a 60% deposit must be paid prior to beginning any service, and we will automatically charge your credit or debit card in the deposit amount for the relevant service(s) upon submission of any order. The exact deposit amount, installment payments (if any) and final payment due will be detailed in an invoice provided by Resume Place. **The final payment due will automatically charged to your credit or debit card upon your receipt of the draft document(s).**

3. If there are multiple projects within our service commitment, we will automatically charge your credit or debit card in installments for each component of the package as you receive your draft documents.

4. **Your account balance must be paid IN FULL before the final documents will be sent to you. All payments shall be made in U.S. dollars.** You will be responsible for paying all local, state, and federal sales, value added, excise and other taxes and duties payable in connection with this Agreement, other than taxes based upon Resume Place’s net income. Any amount not paid

when due will accrue interest at the rate of 18% per annum or at the highest amount permitted by applicable law. Such late fees are not Resume Place's exclusive remedy, and nothing shall prohibit Resume Place from pursuing any other remedies. Without limiting its other remedies, Resume Place may elect to suspend or discontinue its services if timely payment is not received. You will reimburse Resume Place for any attorneys' fees and other costs reasonably incurred to collect any amounts due. **All fees and deposits are NON-REFUNDABLE, AND YOU AGREE TO HONOR IN FULL THE APPLICABLE PAYMENT OPTION IN ALL CIRCUMSTANCES.**

5. Automatic Credit Card Payments. All deposits and other payments shall be made by credit or debit card, and you hereby authorize Resume Place to effect such deposits or other payments by automatically debiting your credit card account in accordance with Section 1 above. You understand this authorization is effective for the amounts and duration corresponding to the applicable schedule set forth in your invoice. You hereby affirm that you are the authorized signer on the credit card account that is designated for the payments.

6. Client Responsibilities.

- a. Provide Requested Documents. Upon purchasing any services, you must provide Resume Place, Inc. with requested documents, including a current resume, KSAs, ECQs, a vacancy announcement and other documents that will help us understand your job search objectives. In addition, you must also provide us with any applicable usernames and passwords necessary to perform our services. We cannot begin a project without your relevant documents. When uploading any documents, you agree not to post, upload, email, link to, or otherwise transmit any documents or content that contains any viruses, cancel bots, Trojan horses, harmful code, or other computer software or program designed to interrupt, destroy or limit the functionality of our networks.
- b. Provide and Maintain Accurate Information. You are also responsible for providing us with complete and accurate information, and updating such information, on a timely basis in accordance with the schedule determined by Resume Place. You are also responsible for providing effective methods for communicating with you during the project duration, including by email and telephone.
- c. Final Proofreading. You are also responsible for final proofreading of all documents. We are not responsible for any errors or omissions.
- d. Editing Services. If you have ordered editing services, you must provide us with a satisfactory work product from which to edit, as determined by Resume Place.
- e. No Adverse Action. You agree not to take any action that would inhibit our ability to provide the services.

- f. Website Terms & Conditions. The Terms and Conditions for the Resume Place website at [www.resume-place.com](http://www.resume-place.com) are incorporated in this Agreement. To the extent of any conflict between this Agreement and the website terms, this Agreement will govern.

7. Resume Place Contact/Scope of Work. Once you have completed your client profile and uploaded relevant documents, our Client Services Manager will contact you to review your order, your files, and provide you with further information, including the name of your Certified Federal Resume Writer and Consultant. Your Certified Federal Resume Writer will subsequently contact you to discuss the services you purchased, the tasks to be completed by you and Resume Place and the relevant deadlines for each task, the timeline for the services, and any additional information needed.

8. Work Product. You will have no right to use the work product until all fees have been paid in full. You agree that any work product created for you is made available for your personal use only. If you have questions or concerns regarding the services provided, please contact *Kathryn Troutman, President*, at [kathryn@resume-place.com](mailto:kathryn@resume-place.com).

9. Term/Termination. If the services are not completed within 90 days from the date you submitted your order, Resume Place reserves the right to cancel the services and may elect to issue a partial refund for services not performed as determined in Resume Place's sole discretion. Resume Place may terminate the services immediately in the event that you fail to cure a material breach within 5 business days after receipt of notice of breach or for any reason upon 30 days prior written notice. Upon any termination, you will pay Resume Place for all services provided prior to such termination.

10. No Warranty and Limitations of Liability. Resume Place will use its good faith, commercially reasonable efforts to ensure that the services will be provided in a professional manner. RESUME PLACE MAKES NO WARRANTIES WHATSOEVER IN CONNECTION WITH THE SERVICES OR ANY DELIVERABLES PROVIDED TO YOU AND DOES NOT GUARANTEE THAT YOU WILL BE HIRED OR ANY OTHER RESULTS. IN NO EVENT SHALL EITHER PARTY, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST INCOME) ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, RESUME PLACE'S LIABILITY TO YOU OR ANY OTHER PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE TOTAL AGGREGATE FEES PAID BY YOU TO RESUME PLACE.

11. Privacy/Permission. Resume Place will use your personal information solely in accordance with our Privacy Policy, which is available on our website.



12. Miscellaneous. You will not assign this Agreement or any of your rights and obligations hereunder, without the express written consent of Resume Place, which may be withheld in its sole discretion. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland (without regard to its principles of conflicts of law). The parties submit to the exclusive jurisdiction of the state and/or federal courts located within the State of Maryland for any claim related to this Agreement. Either party may enforce a judgment rendered by such court in any court of competent jurisdiction, and Resume Place may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights. If any provision of this Agreement shall be deemed invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected and such provision shall be deemed modified only to the extent necessary to make such provision consistent with applicable law. Neither party will be deemed to be an agent whatsoever of the other. This Agreement contains the entire agreement between the parties and may be amended or modified only in writing.

By signing below, you confirm that you are at least eighteen (18) years old, that all information provided is complete and accurate, and that you understand and accept all of the terms and conditions of this Agreement. You understand that you are under no obligation to accept these terms, but that your acceptance is required to proceed.

Thank you for working with The Resume Place, Inc., Kathryn Troutman, President

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Signature

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Printed Name

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Date

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