

THE RESPONSE DESK™

Service Agreement

Sample copy for review. You can read these terms before you sign up; your personalized copy is prepared with your onboarding packet.

This Service Agreement (“Agreement”) is entered into as of **[Date]** by and between **DPI Consulting**, a Wyoming limited liability company d/b/a The Response Desk (“Company,” “we,” “us”), and **[Client Full Name]** (“Client,” “you”).

1. Services

The Company provides professional letter-writing and correspondence-strategy services (the “Services”): drafting written communications intended to help the Client express a position, request, or proposed resolution. Dispute and multi-letter work begins with a written Situation Review, which recommends one of three paths: (A) the Company drafts the letter; (B) the Company drafts the letter, and the Client has it reviewed by the Client’s own lawyer before sending; or (C) the Client should consult a lawyer, and the Company will do no further work on the matter. The Company does not prepare court filings, appear in any proceeding, or communicate with any recipient on the Client’s behalf. The specific scope, deliverables, timeline, and fees for each engagement are set out in a separate Engagement Letter, incorporated here by reference.

2. Not Legal Advice; No Attorney-Client Relationship

The Company is a letter-writing and communications service. It is not a law firm, does not provide legal advice, and does not represent the Client in any legal proceeding. No attorney-client relationship is formed, and communications with the Company are not protected by attorney-client privilege. Any codes, acts, or statutes the Company lists come from preliminary research only. They may not apply to the Client’s situation, may not be complete, and may have changed. The Client should research them fully or ask the Client’s own lawyer to answer any questions about them. The separate Disclaimer is incorporated here by reference.

3. Client Responsibilities

3.1 Accuracy. The Client is solely responsible for the truth, accuracy, and completeness of all facts and documents provided (“Client Information”). The Company relies exclusively on Client Information and performs no independent verification.

3.2 Documentation. The Client will provide supporting documentation reasonably requested before drafting begins. The Company may pause or decline Services if adequate documentation is not provided.

3.3 Lawful Use. The Client will not use any drafted letter for any unlawful, fraudulent, harassing, defamatory, or retaliatory purpose, or to impersonate a lawyer, a government agency, or any other person.

3.4 Sole Discretion to Send. The Client alone decides whether, when, and how to send or use any letter the Company drafts.

3.5 Disclosure of Legal Matters. The Client will tell the Company, before work begins and promptly during the engagement, about any lawsuit, summons, court date, agency deadline, judgment, garnishment, or lawyer involvement related to the matter. If any of these exist, the Company may stop work and recommend that the Client consult a lawyer.

3.6 Deadlines. The Client is solely responsible for identifying, confirming, and meeting every deadline that applies to the Client’s situation. Any date the Company notes is based on Client Information and must be confirmed by the Client or the Client’s lawyer.

3.7 Recommendation to Consult a Lawyer. If the Company recommends that the Client consult a lawyer, whether to do so is the Client’s decision alone, and the Client accepts the consequences of not doing so. Under Path B, sending a letter without the Client’s lawyer’s review is also the Client’s decision alone.

The Response Desk™ is not a law firm and does not provide legal advice; no attorney-client relationship is formed.

4. Fees & Payment

Fees follow the Company's current published Fee Schedule. The amounts below are the standing framework; the exact figures for a given engagement are fixed in the Engagement Letter.

4.1 Consultation. One complimentary consultation of up to 15 minutes per prospective engagement.

4.2 Situation Review Fee. A \$125 Situation Review fee applies to dispute and multi-letter work. It is paid before the review begins, is earned when the review is delivered, and is not refundable. If the Client proceeds under Path A or B, it is credited toward the project fee. If the review recommends Path C, the Company does no further work and the Client owes nothing more. Personal letters, single business letters, guided reviews, hardship requests, and debt verification requests are booked directly, with no review fee.

4.3 Project Fees. Set per the Fee Schedule and fixed in the Engagement Letter, for example: dispute letters at \$395 (Tier 1), \$225 (Tier 2), and \$795 (Tier 3); personal letters from \$75; business correspondence from \$325; hardship requests and debt verification requests at \$109; and multi-letter dispute packages at \$1,295 (Standard) and \$3,750 (Complex).

4.4 Deposit & Balance. Engagements totaling less than \$300 are paid in full at booking. For larger engagements, unless the Engagement Letter states otherwise, 50% of the total fees (project fee plus add-ons), after subtracting any credited Situation Review fee, is due as a deposit on signing the Engagement Letter, and the remaining balance is due in full before the Company delivers the final work product. The Company is not obligated to release any draft or final letter while any amount then due remains unpaid.

4.5 Revisions. Each engagement includes the number of revision rounds stated in the Engagement Letter (typically two per dispute-tier letter). Additional rounds are \$95 each (\$45 for personal letters, hardship requests, and debt verification requests); a substantive rewrite beyond the original scope is billed hourly.

4.6 Hourly & Materials. Open-ended or complex work is billed at \$185/hour (letter planning and coaching) or \$225/hour (research and complex correspondence), two-hour minimum, in 15-minute increments; out-of-pocket materials are passed through at cost.

4.7 No Percentage Fees. The Company never charges a percentage of any money recovered, saved, or refunded. All fees are fixed, hourly, or monthly, are agreed in writing before work begins, and do not depend on the outcome.

4.8 Rush & Add-Ons. Rush turnaround adds 50%. Other add-ons (attorney-ready preparation, exhibit assembly, additional recipients) are billed per the Fee Schedule.

4.9 Late Payment. Amounts not paid when due may accrue a late fee of 1.5% per month or the maximum allowed by law, whichever is lower.

4.10 Refunds. Fees are earned as work is performed. If an engagement ends before delivery, the Client pays for work completed to that date, and any unearned part of the deposit is refunded within **fifteen (15)** business days.

4.11 Payment Questions. Before disputing any charge with a bank or card issuer, the Client will first contact the Company in writing and allow ten (10) business days to resolve the question.

4.12 Ownership of Drafts. Every draft, outline, and final letter the Company prepares remains the Company's property until the Client has paid all fees due for that engagement. Review drafts are provided only so the Client can approve their content. Until payment in full, the Client may not send, file, publish, or otherwise use any draft or final letter, or any copy, screenshot, or retyped version of it. When payment in full is received, ownership of the final letter passes to the Client, who may then use it as the Client chooses. Any use before payment in full is unauthorized, and the full balance for the engagement becomes due immediately.

4.13 Card Authorization. If the Client pays a deposit by card and gives written authorization in the Engagement Letter, the Company may charge the remaining balance to that same card when the final letter is ready for delivery, after the Client has approved the final draft in writing. The Company will email the Client the amount at least one (1) business day before charging it. The Client may withdraw this authorization in writing at any time before the charge; the balance is then due by invoice before delivery.

4.14 Request Outlines. For hardship requests and debt verification requests, the Company prepares a tailored outline of a letter, and the Client completes it with the Client's own information, signs it, and sends it. The Company does not provide, lend, or arrange financial assistance; does not negotiate, settle, or change the terms of any debt; and does not communicate with any recipient on the Client's behalf. The Client is solely responsible for the accuracy of all information the Client adds, for choosing among the options the Company provides, and for the decision to send the letter. These services are offered and booked only through the Company's website.

4.15 Fit Promise. For hardship requests, including Household Bundles, and for debt verification requests, the Company will review the Client Information before drafting begins. If the Company determines, in its reasonable judgment, that a request is not suitable for the service, the Company will notify the Client in writing and refund the fee for that request to the original payment method within fifteen (15) business days. For a Household Bundle, the Company will refund the difference between the amount paid and the price of the organizations that remain (\$109 for the first organization and \$45 for each additional organization). The Fit Promise does not apply once drafting has begun, to the Client's change of mind, or to any recipient's response or decision. If the Company determines that a request is unsuitable because Client Information was incomplete or inaccurate when the request was booked, Section 4.10 (Refunds) applies instead. The Fit Promise is not a guarantee of any outcome.

4.16 Household Bundle. A Household Bundle covers up to three (3) recipient organizations for the same household hardship, ordered together, at the price in the Fee Schedule. Each organization receives its own outline, follow-up version, Program Snapshot, and one (1) revision round. Requests for a different hardship, or for additional organizations, are separate engagements.

4.17 Request Credit. For each hardship request, Household Bundle, or debt verification request, the fee the Client paid, up to \$109, is credited toward any other service the Client books within twelve (12) months of paying it. One credit applies per order. The credit may not exceed the price of the new service and has no cash value.

4.18 Deadline Priority. For hardship requests and debt verification requests where the Client provides a written notice bearing a date at least seven (7) days after booking, the Company will deliver the outline for the Client's review within two (2) business days after receiving all requested Client Information, unless the Company notifies the Client within one (1) business day of booking that it cannot accept the request on a priority basis, in which case the Client may choose standard turnaround or a full refund. Deadline Priority does not apply to court, eviction, foreclosure, garnishment, or repossession matters. It affects only the Company's turnaround, does not change the Client's responsibility for deadlines under this Agreement, and is not a guarantee of any outcome.

4.19 Referral Program. Discounts and credits under the Company's referral program are governed by the program terms published on the Company's Terms page at the time of booking. Referral credits have no cash value. The Company will not disclose any Client's engagement to another person for referral purposes without that Client's written consent.

5. No Guarantee of Outcome

The Company makes no representation, warranty, or guarantee regarding the outcome, response, or result of any letter. Results depend on facts and circumstances outside the Company's control.

6. Limitation of Liability

To the maximum extent permitted by law, the Company's total liability arising out of or related to this Agreement or the Services, including any Situation Review or any reference to a code, act, or statute, will not exceed the total fees paid by the Client for the specific engagement giving rise to the claim. The Company will not be liable for any indirect, incidental, consequential, special, or punitive damages, or for any damages arising from a recipient's response or lack of response to a letter, from any missed deadline, or from the Client's decision not to consult a lawyer. This limitation does not apply to the Company's gross negligence, willful misconduct, or fraud, or where the law does not allow it.

7. Indemnification

The Client will indemnify, defend, and hold harmless the Company and its owners, employees, and contractors from any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from inaccurate or incomplete Client Information, the Client's use or misuse of any letter, or the Client's breach of this Agreement. The separate Hold Harmless & Release Agreement is incorporated here by reference.

8. Confidentiality

Each party will keep the other's non-public information confidential, as detailed in the separate Confidentiality & Non-Disclosure Agreement, incorporated here by reference. If the Company receives a subpoena, court order, or government request about the Client's matter, it may comply as the law requires, will notify the Client first where allowed, and may bill the Client for time spent responding at its hourly rate, plus costs.

9. Term & Termination

Either party may terminate an engagement on written notice, except that a monthly retainer may be canceled only with thirty (30) days' written notice, and the retainer and its monthly fee continue through the notice period. The Company may also decline any engagement, or stop work at any time, if it believes the request is unlawful, false, harassing, or retaliatory; the matter requires legal advice or representation; the Client has not provided requested information; or the Client has been abusive toward the Company's staff. The Client remains responsible for fees earned through the termination date. Sections 2, 3, and 5 through 11 survive termination.

10. Dispute Resolution; Governing Law

This Agreement is governed by the laws of the State of **Wyoming**. The parties will first attempt in good faith to resolve any dispute through direct negotiation. If it is not resolved within thirty (30) days, it will be resolved by binding arbitration administered by **the American Arbitration Association in Sheridan County, Wyoming**, except that either party may instead bring an individual claim in small claims court. Claims may be brought only on an individual basis, not as a plaintiff or class member in any class, collective, or representative proceeding. Any claim must be brought within one (1) year after it arises, unless the law requires a longer period. The prevailing party in any arbitration or lawsuit may recover its reasonable attorneys' fees and costs, and a party who brings a claim found to be frivolous or brought in bad faith will pay the other party's reasonable attorneys' fees and costs of defending it.

11. General Provisions

This Agreement, together with the Engagement Letter, Hold Harmless & Release Agreement, Confidentiality & Non-Disclosure Agreement, and Disclaimer, is the entire agreement between the parties and supersedes all prior understandings. It may be amended only in a writing signed by both parties. If any provision is held unenforceable, it will be limited only as much as necessary, and the rest remains in effect. Notices may be given by email to the addresses in the Engagement Letter. Electronic signatures are valid and binding.

Company: DPI Consulting d/b/a The Response Desk

Signature: _____ Date: _____

Printed Name: _____

Client: [Client Full Name]

Signature: _____ Date: _____

Printed Name: _____