

CONCIERGE SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, by and between QILIVING, LLC., a New York Limited Liability Company with an address at 234 East 58th Street, Suite 3 New York, New York 10022, hereinafter referred to as "Concierge," and _____, with an address at _____, hereinafter referred to as "Client."

WITNESSETH

WHEREAS, Concierge is in the business of providing quality of life services, specifically designed to assist clients in both easing their daily living and enhancing their quality of life, utilizing eco-friendly providers, all as defined on Schedule A attached hereto; and

WHEREAS, Client is desirous of contracting for Concierge's services;

NOW, THEREFORE, in consideration of the fees to be paid by Client to Concierge, to be paid and satisfied as hereinafter stated, and in further consideration of the promises, covenants, and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:

1. **SERVICES TO BE PERFORMED:** The services to be performed by Concierge are summarized but not limited to those specifically described in Schedule A attached hereto.

2. **ADDITIONAL SERVICES:** If Client needs any other services, other than those specifically described on Schedule A, which may or may not relate to the described services, Client and Concierge may make a new agreement to provide the other services.

3. **COMPENSATION:** Because of the unique services being provided by Concierge, it cannot always predict or guarantee what Client's final bill will be. This will depend upon the amount of time spent on providing the specific services requested by client, as well as the amount of other expenses.

A. **MEMBERSHIP FEES:** \$_____ monthly fee will be charged on a quarterly basis. **New members will receive their first month free.** If fees are paid on an annual basis the yearly fee is \$_____.

B. **FLAT FEE SERVICES:** For services incurring a defined flat fee (e.g. house cleaning, dry cleaning, transportation, etc.) Concierge will charge Client the service fee the day service is performed.

C. **ERRAND SERVICES:** In regards to errand services (e.g. personal shopping, pickups/deliveries, etc.), Client agrees to pay Concierge for its services at a rate of \$35 per hour plus transportation costs. All billable hours are to be measured and invoiced in increments of ten (10) minutes.

D. **COSTS AND EXPENSES:** In addition to the hourly rate provided in Paragraph 3B, Client will be billed for, and shall pay the following costs and expenses: postage, delivery charges, long distance phone charges, products or services provided by referred business, messenger services and other such expenses which may be incurred by Concierge in the performance of its services on Client's behalf.

E. **INVOICING:** Concierge will send to Client itemized bills on a monthly basis. All bills for Concierge's fees and costs and expenses [which have not been prepaid] are due upon receipt by Client. Client will be charged interest at a yearly rate of twelve (12%) percent on any remaining balance not paid within thirty (30) days from the date of the bill.

F. **RETURNED CHECKS:** Client will be billed, and shall pay to Concierge, Fifty (\$50.00) Dollars for any checks returned unpaid for any reason and a fee of Thirty-Five (\$35.00) Dollars and for any credit card transactions that are declined with a 12% per anum until balance is paid. Additionally, until any returned check is made good, by the payment of cash, bank check, money order, or credit card, Concierge will perform no services for Client.

4. **DURATION OF AGREEMENT:** This Agreement shall become effective upon receipt of initial payment of membership fees by Client, and shall continue on a quarterly basis until terminated as provided in this Agreement. This Agreement may be terminated by either party hereto at any time upon thirty (30) days written notice to the other party. Each party reserves the right to terminate this Agreement for any reason whatsoever.

5. **NON-LIABILITY:** Concierge agrees to provide conscientious, competent, and diligent services for all of its Clients. Concierge's services include referrals to other businesses and professionals. Those other businesses and professionals are referred on the basis of their high reputation, and are expected to provide quality service. However, Concierge is not, and cannot be, liable or responsible for any unsatisfactory services provided by any company, agency, business, services, individual, or professional referred by Concierge. CONCIERGE MAKES NO WARRANTY OR GUARANTEE, NEITHER EXPLICIT NOR IMPLIED, THAT ANY REFERRED BUSINESS, PROFESSIONAL, AGENCY, OR INDIVIDUAL WILL SATISFACTORILY PERFORM OR PROVIDE ITS CONTRACTED SERVICES. Although Concierge may suggest or refer a particular business or professional to Client, it is Client's sole responsibility to determine if that business or professional is satisfactory for Client's needs or purposes.

6. **LIMITATION OF LIABILITY:** THE LIABILITY OF THE CONCIERGE, IF ANY, AS A RESULT OF THIS CONTRACT WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY CLIENT TO CONCIERGE DURING THE PERIOD OF ONE (1) YEAR FROM THE DATE OF THIS CONTRACT. THE CONCIERGE WILL NOT BE LIABLE FOR DAMAGES WHICH ARE INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THE CONCIERGE HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT MAY NOT BE LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS. ALL CLAIMS OF ANY TYPE BY CLIENT AGAINST CONCIERGE MUST BE BROUGHT WITHIN ONE (1) YEAR OF OCCURRENCE OR BE FOREVER BARRED. THE REMEDIES EXPRESSED IN THIS CONTRACT ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE.

7. **DISPUTES:** Any controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, will initially be mediated by a mediator mutually agreed upon by parties. In the event that the parties cannot mutually agree upon a mediator, or if the mediation is unsuccessful, the controversy or claim shall then be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the

award of the Arbitrator may be entered in any Court having jurisdiction thereof. The fees of the mediator and/or the arbitrator shall be equally paid by the parties hereto.

8. **INDEPENDENT CONTRACTOR:** Both Concierge and Client agree that the relationship created by this Agreement is that of Independent Contractor, and not that of employee and employer, and shall not be construed otherwise.

9. **BUSINESS HOURS:** Concierge is available 9-5 pm, Monday-Friday. Concierge and its personnel can be reached by telephone at **646.221.8373** or by facsimile at **646.304.7051** or by email at **info@qiliving.net**.

10. **NOTICES:** All notices necessary or desirable to be given hereunder shall be in writing and delivered in person or sent by certified mail or overnight delivery, return receipt requested, or by facsimile, if to Concierge, addressed at:

QILIVING, LLC
234 East 58th Street, Suite 3
New York, New York 10022

and if to Client, addressed to Client at:

CLIENT NAME _____

CLIENT ADDRESS _____

or to such other address as is stated in a notice given in compliance herewith. Any notice in accordance with the foregoing shall be deemed to have been given when delivered in person, or by facsimile or by email, or, if mailed, on the day received or refused by the intended recipient. Notices by facsimile or email will be deemed to have been received on the transmission date unless sent outside of normal business hours, in which case receipt will be deemed to be the next normal business day.

11. **LEGAL FEES:** If either party brings an arbitration proceeding or a lawsuit in order to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

12. **INABILITY TO PERFORM:** If by reason of: act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy, enactment, rule, order or act of government or governmental instrumentality (whether federal, state, or local); failure in whole or in part of Concierge to perform under the terms of this Agreement, it shall not constitute a breach of this Agreement by Concierge, except to the extent of refunding any advance payments made by Client for the service or costs not provided.

13. **APPLICABLE LAW:** The interpretation, construction and enforcement of this Agreement shall be in accordance with the Law of the State of New York.

14. **AMENDMENTS:** Any changes or amendments to this Agreement must be made in writing and signed by the parties hereto.

15. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successor and permitted assigns.

16. **ENTIRE AGREEMENT:** This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been no agreements, representations or warranties between the parties other than those set forth or provided for herein.

17. **SIGNATURES:** This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written above.

QILIVING, LLC.

By: _____
President

By: _____
[Client]