

**VENDOR 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 58<sup>th</sup> Street, Suite #3, New York, New York 10022, hereinafter referred to as "Concierge" and \_\_\_\_\_with an address at \_\_\_\_\_, hereinafter referred to as "Vendor."

**WITNESSETH**

WHEREAS, Concierge is a full service personal and corporate concierge business which provides quality of life services, specializing in green living; and

WHEREAS, Concierge establishes relationships with vendors of all types of services, which can provide first class service to Concierge's Clients, hereinafter referred to as "Client"; and

WHEREAS, Vendor is in the business of \_\_\_\_\_; and

WHEREAS, Vendor is desirous of contracting with Concierge to become and remain a part of Concierge's preferred vendor list; and

WHEREAS, Concierge is desirous of contracting for Vendor's services:

NOW, THEREFORE, in consideration of the business opportunities provided to Vendor by being on Concierge's preferred vendor list, as described herein in further detail, 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 BY VENDOR:** Vendor shall provide such services to Clients as are usually provided by Vendor in its business and will provide such services upon request by Concierge.

Vendor agrees to provide exemplary service, with Client's complete satisfaction being the ultimate goal. Vendor's exemplary service will be measured, among other factors, by Client's satisfaction, and Vendor's ability to work with Concierge. Vendor agrees to provide service to all of Concierge's Clients without prejudice.

2. **VENDOR RATES:** Vendor agrees to bill Concierge at the rates agreed upon and set forth on Schedule A attached hereto. Concierge acknowledges that from time to time Vendor may wish to raise its rates. However, Vendor agrees that it cannot collect any charges above and beyond the fees set forth in Schedule A, unless it gives at least thirty (30) days prior written notice to Concierge and such changes are approved by Concierge, in writing.

If Vendor is requested to provide additional services to Client which are not listed on Schedule A, Vendor must first provide Concierge with a written estimate of services to be performed and Vendor's fees therefor. Said estimate must be approved, in writing, prior to the rendering of such services. Failure to obtain written approval for additional services not listed on Schedule A will result in Vendor's inability to collect fees from either Concierge or Client for services rendered in violation of this paragraph.

3. **VENDOR COMPENSATION:** Concierge will remit payment to Vendor within five (5) days of receipt by Vendor of payment by the Client for services rendered by Vendor. Concierge will not be responsible for payment for Vendor's services until customer is fully satisfied and until Customer has made payment for said services to Concierge. The client's satisfaction is based on the quality of the service including a timely pickup and drop off, state of the vehicle, and the client's interaction with the driver. Vendor's compensation will be for the services rendered, minus any referral fees as set forth herein.

4. **ADDITIONAL SERVICES AND FAILURE TO PERFORM:** Vendor agrees to be solely responsible for additional services needed to correct, repair, reservice, or otherwise satisfy the customer, if the services provided by Vendor were not originally provided to customer's satisfaction.

Vendor acknowledges that its failure to perform as contracted, whether due to quality of service, timely service, or other failure to perform may severely impact Concierge's business. Accordingly, any failure of Vendor to perform its services in a timely manner, or at the required location, pursuant to its contracts, or in the exemplary quality it has promised herein, will result in providing the

same service free of charge with the next request. This provision in no way limits Concierge's ability to terminate this Contract as set forth herein.

5. **CONCIERGE REFERRAL FEE:** Vendor agrees to pay Concierge a fee for referring Vendor to Clients. This fee (hereinafter "referral fee") shall be deducted from the final payment to be made to Vendor as described herein. The referral fee shall be charged at a rate of 10 % for personal accounts and 15% for corporate accounts. Accounts are considered corporate when the client is not signing on as an individual but as a business, organization, residential building, etc.

6. **DURATION OF AGREEMENT:** This Agreement shall become effective once signed by both parties, and shall continue on a month-to-month 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. Either party reserves the right to terminate this Agreement for any reason whatsoever.

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 the 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 Vendor 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. Vendor shall furnish duly qualified persons to provide the services under this Agreement, which persons shall at all times be either employees or subcontractors of Vendor, and not employees of Concierge. Concierge is not responsible for deducting, and shall not deduct, from payments to Vendor any amounts for withholding tax, FICA, insurance or other similar items relating to Vendor or Vendor's employees. Vendor shall be solely responsible for deducting and paying such

items. Neither Vendor nor Vendor's employees shall be eligible or entitled to any of the benefits to which employees of Concierge may be entitled on the account of Concierge, such as worker's compensation, unemployment compensation, insurance, paid vacations, paid holidays, pension, profit sharing, Social Security and other benefits that may be available

9. **NON-LIABILITY:** CONCIERGE, SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY PORTION OF VENDOR'S SERVICES TO CONCIERGE'S CLIENTS. CONCIERGE MAKES NO WARRANTY, OR GUARRANTY, NEITHER EXPLICIT NOR IMPLIED, THAT ANY OF CONCIERGE'S CLIENTS WILL MAKE PAYMENT FOR SERVICES RENDERED BY VENDOR. CONCIERGE WILL NOT BE RESPONSIBLE TO MAKE PAYMENT TO VENDOR FOR SERVICES RENDERED UNTIL VENDOR HAS COMPLETED ITS SERVICES AS DESCRIBED HEREIN AND UPON PAYMENT FOR THOSE SERVICES FROM CLIENT.

10. **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 BILLED BY VENDOR 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 VENDOR 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.

11. **ADVERTISING:** Vendor hereby agrees to allow Concierge to utilize Vendor's name on Concierge's website, pamphlets, or other publications to promote the relationship created herein.

12. **NON-COMPETITION AGREEMENT:** Vendor hereby agrees to utilize Concierge for all Clients referred to Vendor by Concierge, in perpetuity. Vendor agrees not to independently negotiate with Clients without the prior written consent of Concierge. Vendor further agrees not to establish any service similar to that run by Concierge, or to engage in a relationship with any other company similar to that run by Concierge, without written permission of Concierge.

13. **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**.

14. **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 58<sup>th</sup> Street, Suite #3  
New York, New York 10022

and if to Vender, addressed to Vendor at:

Vendor's Name \_\_\_\_\_

Vendor's 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.

15. **LEGAL FEES:** If either party brings an arbitration proceeding or a law suit 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.

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

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

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

19. **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.

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

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

**WITNESS ATTEST:**

**QILIVING, LLC  
CONCIERGE**

\_\_\_\_\_

By: \_\_\_\_\_  
President

\_\_\_\_\_

By: \_\_\_\_\_  
Vendor [Title]