

CUSTOMIZABLE GROCERY SHOPPING SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2019, by and between **ORGANIZED OCCASIONS CONCIERGE, L.L.C.**, a Florida limited liability company, (“Concierge”) and _____ (“Client.”)

WITNESSETH

WHEREAS, Concierge is in the business of customizable grocery shopping; and

WHEREAS, Client is desirous of contracting for Concierge’s services.

NOW, THERFORE, 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. The services to be performed by Concierge are identified as those specifically described on Exhibit “A” attached hereto and incorporated by reference (“Services”). If Client needs any other services, other than those specifically described on Exhibit “A,” which may or may not relate to the described services, Client and Concierge shall execute a new agreement to provide the other services. Concierge agrees to deliver the items identified on Exhibit “B” to Client on the ____ day of _____, 2019, at _____ CST, at Client’s address located at _____ (“Premises”). Client expressly authorizes and permits Concierge to access the Premises for the purpose of delivering the items pursuant to under this Agreement and performance of the Services required. In the event that Client is not the owner of the Premises, Client states and affirms that Client has the authority pursuant to a lease or other agreement with the owner to grant access to Concierge. It is expressly understood and agreed that under no circumstances should Concierge be deemed a trespasser when accessing the Premises pursuant to this Agreement. Client agrees to hold harmless and indemnify Concierge for any claims, whether by Client or by the owner of the Premises relating to Concierge's access of the Premises. Client expressly assumes the risk and liability for all incidental damage caused by Concierge's access to the Premises, except intentional acts.

2. When Client uses the Services to place an order for products, Client authorizes the purchase and delivery of those products from retailers selected by Concierge. Client shall pay Concierge a delivery fee in the amount of Fifty and No/100 Dollars (\$50.00) and a service charge equal to twenty-five percent (25%) of the total grocery order. Client acknowledges and agrees that Concierge is acting as Client’s agent in the picking, packing, and/or delivery of goods purchased by Client and Concierge is not the seller of the goods to Client. Client agrees that the purchase is being made from the retailer Concierge has selected, that retailer is the merchant of record, and that title to any goods passes to Client when they are purchased at the applicable retailer’s store. Client agrees that Concierge or the applicable retailer will obtain a credit card authorization for Client’s credit card on file with Concierge to cover the cost of the goods Client has purchased from the retailer and any separate Concierge fees, and Client’s card will be

charged for the goods purchased by Client and any applicable fees, taxes and/or tips. Client's card may be temporarily authorized for an amount greater than the total amount of the purchase appearing in the original check out. This higher authorized amount will be disclosed during the purchase process and is a temporary authorization charge on Client's order, to deal with situations where Client's total purchase amount turns out to be higher than the original amount due to special requests, added items, replacement items or weight adjustments.

3. Concierge accepts Visa, MasterCard, American Express and Discover. Client will be charged local sales tax. If Client's payment method is declined, Concierge will attempt to process until the transaction is approved. Concierge and third party payment service providers, may request and receive, updated credit card information from Client's credit card issuer, such as updated card numbers and expiration date information when Client's credit card has expired. If such updated information is provided to us and our third-party payment service providers, we will update your account information accordingly, and will use such updated information to process payments for Client's future purchases and subscriptions. Client's credit card issuer may give Client the right to opt out of providing vendors and third-party payment service providers with Client's updated credit card information. If Client wish to opt out of Client's credit card's updating service, Client should contact Client credit card issuer directly. Concierge is not responsible for any fees or charges that Client's bank or credit card issuer may apply. If Client's bank or credit card issuer reverses a charge to Client's credit card, Concierge may bill Client's account directly and seek payment through another method, including a mailed statement. The risk of loss and title for items purchased by Client through Concierge services passes to Client upon Client's delivery of the items to Client. Replacement of products or credits to Client's account for shipped merchandise claimed by Client as not received are subject to Concierge's investigation. After Concierge's investigation, Concierge may credit Client's account in Concierge's sole discretion.

All orders cancelled within twenty-four (24) hours prior to the scheduled delivery time to the Premises shall be subject to a One Hundred and No/100 Dollars (\$100.00) termination fee. Client authorizes Concierge to charge Client's credit card the termination fee. In the event of an untimely cancellation, the Client's credit card shall be charged for the amount of the items purchased.

4. Concierge agrees to provide conscientious, competent, and diligent services for all of its Clients. 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.

5. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONCIERGE DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EXPRESS, LEGAL, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONCIERGE MAKES NO REPRESENTATION, WARRANTY, CONDITIONS, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, ANY SERVICES PROVIDED BY CONCIERGE OR THIRD PARTY PROVIDERS, OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES FROM RETAILERS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CONCIERGE DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF CONCIERGE, THIRD PARTY PROVIDERS, OR RETAILERS. CLIENT AGREES THAT THE ENTIRE RISK ARISING OUT OF CLIENT'S USE OF THE SERVICES, ANY SERVICES PROVIDED BY CONCIERGE OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY CLIENT OR DELIVERED TO CLIENT, REMAINS SOLELY WITH CLIENT.

6. IN NO EVENT SHALL CONCIERGE (INCLUDING ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY, DEATH AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF CLIENT'S USE OF THE SERVICES, ANY SERVICES PROVIDED BY CONCIERGE OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY CLIENT OR DELIVERED TO CLIENT, EVEN IF CONCIERGE OR CONCIERGE'S REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CONCIERGE, ITS AFFILIATES, RETAIL PARTNERS, LICENSORS, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, ANY SERVICES PROVIDED BY CONCIERGE OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY CLIENT OR DELIVERED TO CLIENT FOR MORE THAN THE GREATER OF \$100.00 OR THE AMOUNTS PAID BY CLIENT TO CONCIERGE.

8. Client agrees to defend, indemnify and hold harmless Concierge, and its officers, directors, employees, agents, shareholders, affiliates, and retail partners (each, an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' and experts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from the use of the Services or from any breach by you of these Terms, including without limitation any actual or alleged violation of any law, rule or regulation.

9. 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.

10. Client may have the option to order delivery of alcohol products. Client agrees that Client will comply with all applicable laws and not cause Concierge, or any retailer to contravene any applicable laws. Client agrees that Client is of legal drinking age for purchasing, possessing, and consuming alcohol (i.e., 21 years of age or older in the United States). If Client orders alcohol products, Client understand and acknowledge that Concierge can accept Client's order of alcohol products, and the order will only be delivered upon confirmation that the Client accepting the delivery is 21 years of age or older. Client agrees that, upon delivery of alcohol products, the recipient will provide valid government-issued identification proving his/her age to the Concierge delivering the alcohol products and that the recipient will not be intoxicated when receiving delivery of such products. Client agrees that if any applicable legal requirements for the delivery of alcohol are not met, Concierge reserves the right to cancel the alcohol-related portion of Client's order. Special requests or substitutions for the purchase of alcohol products will not be honored; all requests for the purchase of alcohol products must be made through the Concierge through the Services at the time of submitting the order. **CONCIERGE HAS NO RESPONSIBILITY OR LIABILITY FOR (I) ANY SALE OF ALCOHOL PRODUCTS OR DELIVERY OF SUCH PRODUCTS SOLD AND DELIVERED BY CONCIERGE TO CLIENT, OR ANY ACTIONS OR OMISSIONS OF CLIENT OR ANY THIRD PARTY THAT MAY RESULT, DIRECTLY OR INDIRECTLY, FROM THE PURCHASE AND/OR CONSUMPTION OF ALCOHOL PRODUCTS PROMOTED OR ACQUIRED THROUGH CONCIERGE.** CONCIERGE reserves the right, in its sole discretion, to refuse to offer the delivery of certain items. In the event Concierge chooses to refuse to offer certain products after Client has placed Client's order but before the product is delivered to Client, Concierge may cancel the portion of Client's order related to that product and issue a credit to Client's bank or credit card account in the amount of Client's cancelled charge

11. The interpretation, construction and enforcement of this Agreement shall be in accordance with the Law of the State of Florida. 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 3 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. 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. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER CONCIERGE NOR ITS AFFILIATES, RETAIL PARTNERS, LICENSORS, OR SUPPLIERS IS RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY PERSONAL SHOPPER OR THIRD PARTY PROVIDER OR FOR ANY SERVICES PROVIDED BY ANY PERSONAL SHOPPER OR THIRD PARTY PROVIDER. NEITHER CONCIERGE NOR ITS AFFILIATES, RETAIL PARTNERS, LICENSORS, OR SUPPLIERS**

WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY PERSONAL SHOPPER OR THIRD PARTY PROVIDER.

13. 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.

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

15. 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. 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. 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.

Organized Occasions Concierge, L.L.C., a Florida
limited liability company

By: Gretchen Carter
Its: Manager and Member

Dated:_____

Client Name Print:_____

Dated:_____

Client Name:	
Client Address for Billing Purposes:	
Client Phone Number:	
Client Email Address:	

EXHIBIT "A"
Itemization of Services

EXHIBIT "B"
Items to Purchase