

J. Luis Properties, Inc.

CONCIERGE SERVICE AGREEMENT

This Agreement is made and entered into between J. LUIS PROPERTIES, INC. ("Provider"), and _____ ("Client") effective the ____ day of _____, _____.

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, Client and Provider agree as follows:

Terms and Conditions

1. *Services.* Provider agrees, at all times during the term of this Agreement, to provide the services requested by the client to be performed in a timely and professional manner.
2. *Deposit.* A refundable initial deposit of \$300.00 is due upon signing of this Agreement and purchases made in the client's behalf will be subtracted from this initial deposit.
3. *Renewable Deposit.* The client gives the provider permission to charge the client's credit card on file the amount necessary to bring the initial deposit balance back to \$300.00 if at any time it falls below \$50.00 due to costs accrued on the client's behalf. (I agree _____) (I refuse _____).
4. *Invoicing.* Client will be invoiced monthly. Each invoice will be accompanied with time sheets setting out the dates, hours and services provided which are included in the invoice. Invoices with an outstanding balance are due within 10 days.
5. *Package Purchased.*
 - ____ Premier member in titles client to 10 hours of services performed away from providers business location for a cost of \$350.00
 - ____ Gold member in titles client to 6 hours of services performed away from providers business location for a cost of \$240.00
 - ____ Silver member in titles client to 4 hours of services performed away from providers business location for a cost of \$180.00
 - ____ One Time member in titles client to 2 hours of services performed away from providers business location for a cost of \$100.00
 - All clients who choose one of the member packages are in titled to, in office requests that can be handled entirely without leaving the providers business location at an hourly rate of \$25.00 per hour with a minimum of one hour charged. These requests will not be deducted from your member package hours purchased rather deducted from your initial deposit.

6. *Rates and Charges.* Client will be billed at a rate of \$ 50.00 per hour. All billable hours are measured and invoiced in increments of 15 minutes. Client agrees that a minimum of one hour will be invoiced per day of a service requested. Provider's hourly rates do not include the cost of postage, delivery charges, long distance charges, products or services provided by referred businesses, or other such expenses which may be incurred by Provider in the performance of its obligations hereunder. Any such expense incurred by Provider will be itemized on and added to Provider's monthly invoice, and proper receipts will be attached. All expenses in excess of initial \$300.00 deposit must be approved and prepaid by Client prior to being incurred.

7. *No Liability for Referred Business Services.* Provider endeavors to provide services of the highest quality for all of its clients and will from time to time give Client referrals for certain businesses. Businesses are referred by Provider, based on the professional reputation of each company, agency, business, service or individual and are expected to provide quality service; however, Provider is not liable for any unsatisfactory services provided by any referred businesses or for any claims arising from any referred business' inability or failure to perform their contracted services in any way. Although Provider may suggest a referred business, it is the sole responsibility of Client to select the business which best suits Client's needs.

8. *Cancellation.* This Agreement may be cancelled upon thirty (30) days written notice from one party to the other. Provider reserves the right to cancel this Agreement at any time upon ___ days notice in the event of any abuse of Provider staff and/or referred businesses, or any other action by Client which is deemed by Provider as a violation of this Agreement.

9. *Disputes.* In the event of a dispute between the parties which cannot be resolved, both parties agree that mediation will be the first avenue for settlement of such dispute.

10. *Independent Contractor.* The parties agree that the relationship created hereby is that of independent contractor, and this Agreement will not be construed to create a partnership, joint venture, agency or employment relationship between them. Neither party will have the right or authority to create any obligation or responsibility on the other's behalf or to obligate or bind the other in any respect.

11. *Returned Checks.* If any check of Client's is returned for any reason, Provider will immediately cease all services until Client has replaced the returned check with cash, money order, cashier's check or payment by credit card.

12. *Communication.* Provider personnel can be reached through the main office phone number at _____, during normal business hours (Monday through Friday _____ a.m. to _____ p.m., EST). For emergencies outside of normal business hours, the emergency phone number is _____. Notices may be mailed to Provider's office address at _____, or sent via facsimile transmission to Provider's fax number: _____, or via email to _____. Notices sent by mail will be deemed to have been received two (3) business days after mailing. Notices sent by fax or email will be deemed to have been received on the transmission date, unless the transmission was sent outside of regular business hours, in which case receipt will be deemed to be the next business day following transmission.

13. *Force Majeure.* If, for any reason beyond Provider's control, (including but not limited to strike, labor dispute, acts of war, acts of God, fire, flood, accidents or other circumstances beyond the reasonable control of Provider), Provider is unable to perform its obligations under the provisions of this Agreement, such non-performance is excused and Provider may terminate this Agreement without further liability of any nature upon return of any unused portion of Client's deposit.

14. *Legal Fees.* In the event that the services of an attorney are required or legal action is taken to enforce the terms of this Agreement by either party, or to protect those rights provided by this Agreement or by law, the prevailing party shall be entitled to an award of actual attorney's fees, costs, and expenses reasonably expended.

15. *Entire Agreement.* This Agreement contains the entire agreement of the parties and there are no other provisions or conditions in any other agreement, whether oral or written, having any effect on this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

16. *Amendment.* This Agreement may not be modified or amended except by an instrument in writing signed by both parties.

17. *Severability.* If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision is deemed to be written, construed, and enforced as so limited.

18. *Waiver of Contractual Right.* The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. *Binding Effect.* This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

20. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of _____. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within _____.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

[NAME OF PROVIDER]

[NAME OF CLIENT]

By: _____ By: _____

Print Name

Print Name

Address

Address

Phone No Fax No.

Phone No Fax No.

Email

Email