



SERVICES AGREEMENT

1. Parties. This services Agreement dated _____ ("Agreement") is between [_____] ("Client") and Vida Vie Concierge & Lifestyle Services ("Vida Vie").
2. Conditions. Vida Vie will not provide any services unless Client purchases a service package, provides the requested client information, and signs this Agreement.
 - 2.1. If Client does not sign this Agreement, provide the requested client information, or purchase a service contract within 14 calendar days of the date in section 1, this Agreement is canceled, and Vida Vie will not provide any services.
3. Services. Vida Vie will provide the Client with Personal Concierge, Travel Concierge, and Lifestyle Concierge Services. A current list of possible services is available at www.vidavieconcierge.com/services
 - 3.1. This Agreement does not include:
 - 3.1.1. Pet sitting services.
 - 3.1.2. Providing transportation for the Client.
 - 3.1.3. Personal care for the Client or family members.
 - 3.1.4. Any service that requires a license.
 - 3.1.5. Any service that is illegal, immoral, or unethical.
 - 3.1.6. Corporate Concierge Services.
 - 3.2. Client may request other services not listed on Vida Vie's website, so long as the services are not excluded above.
 - 3.3. Vida Vie may decline a service request.
 - 3.4. Unless necessary to complete a service request, Vida Vie will keep all Client information confidential.
 - 3.5. Vida Vie does not guarantee the service of any vendor referrals.
 - 3.5.1. The Client should independently investigate all vendor referrals before hiring a Vendor.
4. Fees. Client agrees to pay \$75.00 an hour for Vida Vie's Services.
 - 4.1. Vida Vie bills in 15-minute increments.

- 4.2. Vida Vie bills for all time spent providing Client Service's including time in traffic and waiting in lines.
- 4.3. If the services require more than one team member, Vida Vie will bill for each team member's time providing the service.**
- 4.4. Vida Vie deducts the Fee from the Client's Service Package at the completion of the requested service.
5. Expenses. Unless required by a vendor, the Client will pay for Expenses directly or provide Vida Vie with payment information to pay the vendor.
 - 5.1. If it is necessary for Vida Vie to pay the vendor directly, Vida Vie will bill the Client as an Expense with a 3 percent markup.
 - 5.2. Vida Vie bills for travel outside a 30-mile radius from San Diego International Airport at \$0.56 per mile.
 - 5.3. Payment for Expenses is due when Vida Vie delivers the items to the Client.
 - 5.3.1. If the Client is not home at the time of delivery, Vida Vie will email an invoice for payment due within 24 hours.
6. Requests for Services. Client may make service requests through the Vida Vie App, email, or phone.
 - 6.1. Client must request Services at least 48 hours (excluding weekends or holidays) in advance. Client must request services for Mondays by the previous Friday.
 - 6.2. Bookings more than three months in advance require Vida Vie's approval.
 - 6.3. Request for holiday, weekend, and same-day services are subject to additional charges.
 - 6.3.1. Vida Vie will inform Client of additional charges before providing services.
 - 6.4. Client must cancel or request a change to a service at least one business day in advance.
 - 6.4.1. Service requests canceled less than one business day in advance may be billed for the full-time Vida Vie allotted to provide the service.
7. Not Transferable. Client may not transfer the service package to any person other than their significant other.
 - 7.1. Client may request services for other people.
8. Gift Cards. If Client received the services package as a gift card, Client cannot exchange the gift for cash.
 - 8.1. Gift Card recipients must complete client application and this Agreement.
9. Client's Duties. The Client agrees to the following duties.
 - 9.1. Update Vida Vie if their contact information changes.
 - 9.2. Provide Vida Vie with information about family members or pets who may be present during service.
 - 9.3. Provide Vida Vie with any security or entrance information.

- 9.4. If necessary, provide Vida Vie with access to a house key or codes and information necessary to access the Client's home.
- 9.5. Until further notice, wear a mask when meeting any Vida Vie team member in person (Vida Vie team members will do the same.)
- 9.6. Respond to Vida Vie's communications within 48 hours (excluding weekends or holidays).
 - 9.6.1. If the Client fails to respond within 48 hours, Vida Vie may cancel the service request and bill a \$35.00 fee.
10. Notices. All notices, including change of address, may be made by webchat, email, phone, or using the online app.
11. Cancellation.
 - 11.1. Vida Vie may cancel this Agreement for the following reasons:
 - 11.1.1. Client does not follow mask requirements.
 - 11.1.2. Client makes unreasonable requests.
 - 11.1.3. Client fails to use the hours on the package within six months of purchase.
 - 11.2. The Client may cancel this Agreement for the following reasons:
 - 11.2.1. Dissatisfaction with services.
 - 11.2.2. Client moves out of the area.
 - 11.3. If the Agreement is canceled, Vida will refund Client any unearned fees.
12. Limitation of Liability. *****Important Read This It Limits Vida Vie's Liability*****
The Client's only remedy for Vida Vie's breach of this Agreement is a refund of the balance of the Client's service package and any disputed fee.
13. Choice of Law. California law governs this Agreement.
14. Choice of Venue. The Parties agree to bring any action arising out of this Agreement in San Diego County, California.
15. Negotiation Required before Filing a Lawsuit. Before filing a lawsuit, a Party will serve on the other Party to the Agreement written notice of the claim.
 - 15.1. The notice must include the amount claimed, the basis for the claim, and supporting documents.
 - 15.2. No more than five business days after service, the responding Party will serve on the other Party a written response including the basis for its position and supporting documents.
 - 15.3. Within five business days, after the response is served, the parties will meet to resolve the claim.

- 15.4. The notice must include the amount claimed, the basis for the claim, and supporting documents.
16. Entire Agreement. This document is the whole Agreement. The Parties must agree to any changes in writing.
17. Severability. If any part of the Agreement is unenforceable, the rest of the Agreement remains enforceable so long as the essential terms of the Agreement remain valid.

Jane Turner

Vida Vie Concierge & Lifestyle Services

Ph: 619 909 7041

Client