PERSONAL SHOPPER SERVICES CONTRACT

THIS AGREEMENT executed on this the ___day of__________, 20___ by and between __________________________(hereinafter "Employer"), and __________________________ (Hereinafter "Personal Shopper").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Employer hires Personal Shopper, and Personal Shopper agrees to work for Employer under the terms and conditions hereby agreed upon by the parties:

SECTION 1- WORK TO BE PERFORMED

1.1 Term. Employer agrees to hire Personal Shopper, to perform the services and work as stated in section 1.2 of this agreement.

1.2 Duties. Personal Shopper agrees to perform work for the Employer on the terms and conditions set forth in this agreement, as follows:

1.3 Completion Date. The work to be performed shall be complete on or before the ___day of ___20____ unless extended by Employer, in his/her discretion.

1.3.1 Commencement date: The work to be performed shall be commenced on or before the ___day of ___20____ unless extended by Employer, in his/her discretion.

1.4 Liquidated Damages. The following shall be construed as liquidated
damages only and shall not in any way be deemed a penalty, but only a reasonable estimate of either the anticipated or the actual loss from breach of this Agreement. In the event the work is not performed timely as specified herein, Employer shall be entitled to deduct $_______ per day from the compensation due Personal Shopper as liquidated damages.

**SECTION 2 - COMPENSATION**

2.1 **Compensation.** In consideration of all services to be rendered by Personal Shopper to the Employer, the Employer shall pay to the Personal Shopper the sum of $_____.

Said compensation shall be paid: one half of total services upon the signing of the contract and its return. The remainder of owed monies will be due one week prior to commencement. Employer may cancel this contract and receive 25% of total price two weeks prior to commencement so long as Employer has paid 50% at signing of contract. If Employer has not paid at least 50% at signing of contract, Employer will be entitled to no return of monies.

2.2 **Withholding.** Personal Shopper is an independent contractor and shall be responsible for his/her own income taxes, worker’s compensation and other employment taxes.

**SECTION 3 - INDEPENDENT CONTRACTOR STATUS**

Personal Shopper acknowledges that he/she is an independent contractor and is not an agent, partner, joint venture nor employee of Employer. Personal Shopper shall have no authority to bind or otherwise obligate Employer in any manner nor shall Personal Shopper represent to anyone that it has a right to do so.
SECTION 4 - REPRESENTATIONS OF WARRANTIES OF COORDINATOR

4.1 Personal Shopper represents and warrants to the Employer regarding the work to be performed as follows:

4.2 Personal Shopper represents that he/she is free to enter into this agreement, and that this engagement does not violate the terms of any agreement between Personal Shopper and any third party. During the term of the agreement, Personal Shopper shall devote as much productive time, energy and abilities as is needed and necessary to perform the required duties in a timely and productive manner. Personal Shopper is expressly free to perform services for other parties while performing services for Employer.

SECTION 5 - MISCELLANEOUS PROVISIONS

5.1 The provisions of this Agreement shall be binding upon and for the benefit of the heirs, personal representatives, successors and assigns of the parties.

5.2 In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney’s fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney’s fees at the trial level and on appeal. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.3 This Agreement shall be governed by and shall be construed in accordance
with the laws of the State of New York. Employer agrees that the Jurisdiction of the United States will apply and personal service may be made upon employer by overnight mail.

5.4 In the event employer asks personal shopper to procure certain items, employer agrees to forward payment for such items to personal shopper prior to purchase. At no time is personal shopper obligated to purchase any items on behalf of employer prior to receipt of said monies.

5.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

5.6 If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

5.7 Personal Shopper agrees to indemnify, defend, and hold Employer and his/her successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Personal Shopper.

5.9 Personal Shopper shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her duties hereunder, without the express written prior consent of Employer.

WITNESS OUR SIGNATURES, this the ___ day of ________, 20__.
POLICIES

- Errand Service Requests must be scheduled at least 48 hours in advance.
- We have a 1 hour minimum for errands, personal assistants, personal shoppers requests.
- We will do as many request and errands as possible in 1 hour.
- Please understand there may be circumstances that arise and are out of our control—such as traffic and weather conditions. But we will work as efficiently as possible.
- Rates do not include the price of the goods, taxes, or services purchased on your behalf.
- Full payment is required at time of services.
- Cancellation of services of pay as you go services requires 24 hours notice.
- We will strive to exceed our client's expectations.
- Services and rates subject to change without notice.