

**VALENTINE & CURIO SERVICE AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by Valentine & Curio LLC ("V&C"), a New York limited liability company whose principal address is 25 Main Street, Chatham, NY 12037, telephone (518) 392-2866, and

Name(s): \_\_\_\_\_

House Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone Numbers:

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (upstate home)      \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (work)  
\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (downstate home)      \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (cell)

("the Client").

Whereas the Client desires to obtain the services hereinafter offered by V&C, the parties agree as follows:

**1. Enrollment**

1.1 Upon payment of the nonrefundable Enrollment Fee as set forth in the attached Fee Schedule, the Client will become a Customer of V&C, eligible to obtain the services hereinafter offered by V&C. This relationship will continue until terminated by either party (see 1.3 and 1.4 below). Except as specifically provided in this Agreement, neither the execution of the Agreement nor the payment of any fee grants to the Client any right, interest, or ownership in V&C; nor is the Client under any obligation, except as specifically provided herein.

1.2 All privileges are personal to the Customer and may not be sold, transferred, or otherwise assigned in any manner.

1.3 V&C may terminate its relationship with the Customer immediately if the Customer violates any of the terms of this Agreement.

1.4 Either party may, at its sole discretion, terminate the relationship on not less than thirty (30) days' written notice to the other. Written notice under this Agreement will be deemed satisfied upon receipt if such notice is sent by overnight delivery service or two (2) days after being deposited in the regular mail as certified or registered mail with postage prepaid.

**2. Access to Premises**

2.1 The Customer agrees to provide to V&C copies of all keys necessary to gain access to the Customer's premises. These keys will be stored on the Customer's property in a lock box provided and installed by V&C. If the Customer has an alarm system, the Customer agrees to provide an entry code (unique, if the system permits) to be used by V&C.

**3. House Doctor**

3.1 Enrollment with V&C entitles the Customer to become a subscriber to House Doctor. The House

Doctor subscription charges include a one-time Initial Review Fee plus Monthly Retainer and per-visit House Call fees (see Fee Schedule).

3.2 V&C will visit the residence of the subscribing Customer once per month to make a brief inspection. Should the Customer desire more frequent visits, these are available for the Additional Scheduled Visit Fee (see Fee Schedule). Note that such visits differ from House Calls in that they are made regularly at V&C's convenience rather than promptly at the Customer's as-needed request.

3.3 The Initial Review and Monthly Retainer fees do not include the cost of House Calls and/or repairs. House Calls will be billed as indicated on the Fee Schedule. The cost of repairs, which will be made by third-party subcontractors (see 3.5), will be paid by the Customer directly to each subcontractor upon presentation of the subcontractor's invoice (see 6.4).

3.4 Requests for House Calls outside normal business hours will incur an Emergency House Call Surcharge (see Fee Schedule). Normal business hours are 8 A.M. to 5 P.M., Monday to Friday, excluding legal holidays.

3.5 Before any repairs are made, V&C will contact the Customer to provide an estimate of the cost of such repairs and ask for specific authorization to make such repairs. However, if an emergency exists and the Customer cannot be contacted, V&C will use its reasonable judgment to make sufficient repairs to protect the Customer's property.

#### **4. Welcome Home**

4.1 Enrollment with V&C entitles the Customer to purchase any or all of V&C's Welcome Home services, including Ready-to-Eat meals, Ready-to-Cook meals, Local Pantry, and Dinner Parties To Go. In addition to the cost of items or services purchased, the Customer will pay a Delivery Fee for each delivery (see Fee Schedule).

4.2 Welcome Home orders, which are delivered on Friday afternoons, must be received by V&C by 5 P.M. on the preceding Wednesday (that is, two days before the Friday of delivery). Welcome Home orders may not be cancelled after 5 P.M. on the Wednesday preceding delivery.

#### **5. McGregor's Garden**

5.1 Enrollment with V&C entitles the Customer to purchase the services of McGregor's Garden, including garden design and installation and garden maintenance.

#### **6. Payments**

6.1 Payments by the Customer to V&C for services rendered or to reimburse V&C for the cost of goods purchased will be made by credit card. The Customer agrees to sign the Credit Card Authorization form attached to this Agreement authorizing such charges.

6.2 House Doctor Monthly Retainer Fees will be charged on the last day of each month for the following month (e.g. May 31 for the month of June). Other payments due to V&C will be charged as they are incurred.

6.3 V&C will send a statement to the Customer on or about the first day of each month detailing the charges made to the Customer's credit card during the preceding month.

6.4 Accompanying each monthly statement will be invoices for any repair work performed by third-party subcontractors during the preceding month. The Customer agrees to pay these invoices by check within fourteen (14) days of receipt. The Customer further agrees that, when the total cost of a repair exceeds \$250, the invoices for that repair may be transmitted to the Customer at the time the work is performed (that is, in advance of the monthly statement), such invoices also to be paid by check within fourteen (14) days of receipt.

6.5 It is the Customer's responsibility to keep a valid, authorized credit card on file with V&C at all times and to inform V&C of any changes to such a credit card. Failure to do so will be considered a violation of this Agreement and may additionally subject the Customer to Returned Payment Fees (see 6.6).

6.6 A Returned Payment Fee (see Fee Schedule) will be charged for each returned payment (including, but not limited, to credit card chargebacks).

6.7 Should the Customer default on any payment obligation to V&C, the Customer agrees to pay to V&C, in addition to the obligated payment, allowable interest and all costs of collection—including, but not limited to, collection agency fees, court costs, and attorney fees.

6.8 Customers who have failed to meet their payment obligations may have their enrollment privileges suspended or terminated by V&C at its sole discretion.

6.9 As required by state law, all credit card charges for wines and spirits will be made by our partner, B&G Wine of Hillsdale, and will appear as such on the Customer's credit card bill.

## **7. Waiver of Liability**

7.1 The Customer understands and acknowledges that recommendations made by V&C and work performed by V&C contain no warranty, express or otherwise, with regard to other or future problems with the Customer's property. The intent of V&C's House Doctor service, in particular, is to diagnose, whenever possible, home-maintenance problems before they occur. V&C does not warrant that such problems will never occur.

7.2 The Customer agrees to hold V&C and its subcontractors harmless with regard to damages or losses not the direct result of actions taken by V&C or its subcontractors, respectively. The Customer further understands and acknowledges that, V&C's recommendations and work notwithstanding, the responsibility for maintaining the Customer's property rests ultimately with the Customer.

## **8. Governing Law**

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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Client Signature

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Date

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For Valentine & Curio

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Date

## FEE SCHEDULE

Enrollment Fee	\$125
<u>House Doctor</u>	
Initial Review Fee	\$325
Monthly Retainer	\$72.50
Additional Scheduled Visit Fee	\$22.50 per additional scheduled visit
House Call Fee	\$65
Emergency House Call Surcharge	\$65
<u>Welcome Home</u>	
Delivery Fee	\$35
Returned Payment Fee	\$25

Please note that the fees stated above do *not* include applicable sales tax.

Valentine & Curio LLC reserves the right to change its fees as it deems necessary on not less than two weeks' notice.

(Fees as of May 14, 2010.)

**CREDIT CARD AUTHORIZATION**

MasterCard

Visa

Discover

American Express

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

Security Code: \_\_\_\_\_

Name As It Appears on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

I authorize Valentine & Curio LLC (and, for the purchase of wines and spirits, B&G Wine of Hillsdale) to charge the above credit card—without any additional authorization, approval, or signature—for any and all amounts owed by me to Valentine & Curio LLC. This authorization shall continue until withdrawn by me upon prior written notice to Valentine & Curio LLC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date