

Vendor Agreement

_____ (“Vendor”) and **Task Complete** agreement agree to the following terms:

VENDOR REFERRAL PROGRAM

1. Vendor agrees to join our referral program on _____ as a _____ (Preferred or Regular) Vendor. By being a part of our referral program, Vendor will be placed on our list of Business Referrals as a _____ (Preferred or Regular) Vendor. Should a Client request the service of a company that provides the services our Preferred Vendors offer, the Preferred Vendor will be given the first choice to take care of the Client.

Business Category for Vendor: _____

Description of types of services Vendor plans to offer to **Task Complete**’s Clients:

2. As a part of our referral program, Vendor agrees to complete and sign a Vendor Application, which will be attached to this agreement, along with the following items:

- Rate sheet or general pricing information
- Photocopy of Vendor’s business license
- Photocopy of Vendor’s require industry licenses (if applicable)
- Photocopy of Vendor’s insurance declaration page
- Photocopy of Vendor’s bond if applicable
- If applicable: A copy of the Vendor’s customer complaint process and/or customer service guarantee
- If applicable: a copy of Vendor’s shipping, refund, and cancellation policy

3. By being a part of our referral program, Vendor agrees to provide ethical and honest services. If a complaint is filed on behalf of one of **Task Complete**’s Clients, Vendor agrees to respond promptly and provide a reasonable solution to the problem. Should the problem not be resolved in a timely manner or the Vendor or a Client, Vendor will be promptly removed from the referral program and all fees that have been pre-paid during that month, if paying monthly, or year, if paying annually, will be forfeited.

4. In exchange for Vendor being a part of **Task Complete**’s Preferred Vendor referral program, Vendor will pay **Task Complete** a referral fee of _____% or a flat fee of \$_____. In exchange for Vendor being a part of **Task Complete**’s Regular Vendor advertising program, Vendor will pay **Task Complete** a referral fee of _____% or a flat fee of \$_____.

All regular Vendors are not guaranteed a referral for Clients from **Task Complete**.

5. The referral fee is due on the 1st of the month for all fees collected the previous month. If the fee is a flat fee, payment is due within fifteen (15) days after service has been completed. Errand Service will provide an invoice to the Vendor that includes a description and amount due for all fees owed. **Task Complete** will provide proper tracking forms for Vendor so that the appropriate amounts are collected. The preferred payment method is business check, but Errand Service also accepts credit cards and cashier's checks. A fee of \$35 will be assessed on any and all returned checks.

POLICIES

1. Should fees not be paid in a timely fashion, **Task Complete** will use their sole discretion to decide whether they will cancel this agreement or not. If Vendor refuses to perform services for Client after agreeing to complete service for Client or continually turns away referrals for Clients, Vendor will promptly be removed from program and all fees paid will be forfeited.

2. **Task Complete** will not be held responsible for the actions of the Vendor, their employees, or contractors. If Vendors ruins, damages, or destroys Client's items, Vendor will be responsible for repairing or replacing said items. Vendor agrees to the services or products that Vendor supplies **Task Complete's** Client, including but not limited to injury, claims of negligence, loss, monetary or tangible damage, income, etc.

3. The Vendor will not disclose any information gathered in their work with **Task Complete** to any third party without **Task Complete's** knowledge. Vendor will use customer information only as needed to conduct the work they have been hired to do. Vendor will take reasonable steps to secure customer information.

4. Should Vendor use any proprietary or confidential information that **Task Complete** provides to Vendor to complete a task in any unauthorized manner that will cause, including but not limited to, injury or lost income to **Task Complete**, **Task Complete** shall be entitled to recover from Vendor liquidated damages in a sum equivalent to the greater of **Task Complete's** injury or lost income, plus interest and reasonable attorney's fees.

5. Should Vendor decide not to continue on with this agreement, a 2 week written notice must be given via Certified Mail. Once the notice has been received by **Task Complete** and approved, Vendor's name will be removed from the Preferred Vendor list. Should **Task Complete** decide to terminate this agreement, a 2 week notice will be sent to Vendor via Certified Mail.

6. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of, the State of Pennsylvania. In the event that any dispute results in the filing of legal action, the parties agree that such action will be maintained only in a court of competent jurisdiction in Bucks County, Pennsylvania.

All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or sent by regular U.S. mail, postage prepaid and,

(a) If to Task Complete, addressed to:

P.O. Box 753
Newtown, PA 18940

(b) If to XYZ Company, addressed to:

John Doe, Owner
XYZ Company
123 Main Street
Anytown, PA 00000

or to such other place or places or to such other person or persons as shall be designated in writing by the parties hereto.

Vendor Signature _____ **Date** _____

Task Complete Signature _____ **Date** _____