

Glory Roses. Love lives forever.

## Delivery Contractor Agreement

This Delivery Contractor Agreement (“Agreement”) is made and effective as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_, (“Contractor”) and Skrollie Inc., doing business as Glory Roses (“Glory Roses”).

For and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

### **1. Services Performed by Contractor:**

- 1.1. On orders received by Glory Roses and placed with Contractor, Contractor will provide all flowers, cleaning services of gravestones, and such additional services that Glory Roses may add. Contractor shall supply at its own expense all supplies necessary to clean the gravestones including mineral water, brushes and towels.
- 1.2. Contractor shall have 15 minutes to accept an order from Glory Roses. Orders that are not accepted will be re-routed to another contractor. For orders not accepted on time, Contractor can call 833-767-3327 option 2 to re-request the order. However, Glory Roses cannot guarantee acceptance if another contractor has already accepted the order.
- 1.3. Glory Roses will notify Contractor via email and/or text message that Glory Roses has received an order. Contractor will have option of being online to accept orders or offline to disable orders.

### **2. Payment to Contractor:**

- 2.1. Glory Roses will pay Contractor a sum equal to eighty percent (80%) of the proceeds from every completed transaction after (a) confirming the on-time completion of delivery by Contractor and (b) receipt of a before and after picture uploaded to the order inside the Contractor’s dashboard portal.
- 2.2. Glory Roses will review sales report within the Contractor’s dashboard portal and deposit funds every Friday to Contractor’s banking information found inside the dashboard portal.
- 2.3. Contractor understands that if for any reason a delivery is late, Contractor may not get paid even though order has been delivered.
- 2.4. Glory Roses will not be responsible for any damages to tablet stones caused by Contractor. If any damage is caused by Contractor during

delivery, Contractor with either pay or reimburse Glory Roses for the cost to repair such damages, including labor.

### **3. Obligations of Contractor.**

- 3.1. Contractor must have a physical business location with valid sellers permit & DBA.
- 3.2. Contractor must watch training videos found in the portal to comply with proper tablet stone cleaning. Contractor will not use any metal brushes and/or gardening tools that will cause damage to tablet stones and will only use recommended water liquids such as clear mineral water that will not damage the tablet stone, 100% cotton towels, and bristle brush during cleaning of the tablet stone.
- 3.3. Contractor will keep its business hours updated via the dashboard portal.
- 3.4. Contractor shall have and maintain liability insurance covering all vehicles utilized by Contractor in the performance of its obligations hereunder.

### **4.0. Termination of Agreement.**

- 4.1. Either party may cancel this agreement upon giving the other \_\_\_ days notice in writing.
- 4.2. Glory Roses advertises next day delivery guaranteed or the service is free. Contractor understands that if there are numerous cancelations and/or customer complaints this will result in the cancelation of this agreement.
- 4.3. Falsifying this information will cause the termination of this Agreement. Contractor has read all the information above and agrees to all terms.

**5.0. Independent Contractor.** The parties acknowledge and agree that Contractor is an independent contractor and that neither Glory Roses nor Contractor is the employee or agent of the other, or has any authority to enter into any binding agreement on behalf of the other. Contractor shall at all times hold itself out to the public as an independent contractor and not as an employee or agent of Glory Roses.

### **6.0. Miscellaneous.**

- 6.1. This Agreement and any controversy arising hereunder will be governed by the laws of the State of California, without regard to conflicts of laws principles. The parties agree to arbitrate all matters and disputes arising out of or in relation to this Agreement. Arbitration will occur in Los Angeles County, California in accordance with the rules of the American Arbitration Association, within thirty (30) days of a written notice of any party of default. Each party shall

pay its own costs and attorney's fees; however, the arbitrator shall have the authority to award costs and attorney's fees to the prevailing party to the extent permitted by law.

6.2. In the event of any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or any breach hereof, including litigation, mediation or arbitration proceedings, the prevailing party shall be entitled to recover from the other party all reasonable attorneys', paralegal and expert witness fees, costs and expenses incurred in connection with such claim or dispute.

6.3. This Agreement may not be amended, except by a writing signed by both parties.

6.4. No party may assign any of its rights or delegate any of its obligations under this Agreement to any other party without the prior written consent of the other party.

6.5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Glory Roses

(Name of Contractor)

By: \_\_\_\_\_  
Akop Gazdzhyan

By: \_\_\_\_\_