



This Master Vendor and Non-Compete Agreement ("Agreement") is entered into as of Date _____, by and between:

Company Name _____
Company Address _____
City, State, Zip Code) _____
(Hereinafter referred to as "Company")

AND

Greenlight Services of Texas
220 Adams Dr, Suite 280-1036
Weatherford, TX 76086
(Hereinafter referred to as "Vendor")

WHEREAS, the Company desires to engage the Vendor for the supply of Concierge Services, and the Vendor is willing to provide such services under the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope of Services:

The Vendor agrees to provide the following services ("Services"):

- Supply services as specified in Exhibit A attached hereto (See GSTX Limited POA Provisions)
- Stand-in Services for clients requesting such services and locations designated by the client to the Company
- Oversee the installation and setup or placement of designated items as needed and instructed by the client
- Any additional services agreed upon in writing by both parties

2. Compensation:

The Company agrees to pay the Vendor as follows:

- Payment shall be made within 10 days of receipt of an invoice

Pricing Options for Delivery Services

Below are the two pricing options available for our delivery services:

_____ Option A: Flat Delivery Fee

- Delivery Assistance Fee: \$175.00 for the first three hours, plus \$15.00 for each additional hour
- This fee covers the delivery assistance of your items directly to your specified location, which will be paid by including the cost with of your total fee at the time of purchase. This option enables you to earn an additional 25% (Twenty-Five Percent) of our fee, less the remainder payable to Greenlight Services of Texas.

_____ Option B: Separate Delivery Charge with our 10-day Grace Period

- Delivery Assistance Charge: \$185.00 for the first three hours, plus \$15.00 for each additional hour (billed as a separate line item)
- This option allows the customer to pay for the delivery charge separately from the cost of your items.
- A 10-day grace period is provided to the customer to settle the delivery charge after the purchase and delivery of your items. This option still enables you to add an additional 20% (Twenty Percent) of our fee, less the remainder payable to Greenlight Services of Texas.

Important Notes:

- All delivery assistance are conducted by Greenlight Services of Texas, ensuring safe and professional handling of your items.
- For both options, please ensure that your delivery location is accessible for our delivery team.
- If you have any questions or need assistance, don't hesitate to contact our customer service team.

3. Term and Termination:

This Agreement shall commence on the date first written above and shall continue until terminated by either party upon 60 days written notice.

- Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations under this Agreement and fails to rectify such failure within 30 days of receiving written notice of such failure.

4. Independent Contractor

The Vendor is an independent contractor and not an employee of the Company. The Vendor shall not have the authority to bind the Company or incur any obligations on behalf of the Company.

5. Confidentiality

The Company agrees to keep confidential any proprietary information disclosed by the Vendor and shall use such information solely for the purpose of fulfilling its obligations under this Agreement.

6. Indemnification

The Company agrees to indemnify and hold harmless the Vendor from any claims, damages, losses, or expenses arising out of or related to the Company's performance under this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the respective state of service.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations.

9. Amendments

This Agreement may be amended only in writing signed by both parties.

10. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Non-Complete Agreement

This Non-Complete Agreement ("Agreement") is made and entered into as of [Date] ("Effective Date"), by and between:

Vendor: Greenlight Services of Texas, a Texas corporation headquartered at 220 Adams Dr, Suite 280-1036, Weatherford, TX 76086 ("Vendor")

Company: _____, a (State) _____
corporation with its principal place of business at (Company Address)
_____ ("Company")

1. Purpose

This Agreement outlines the preliminary terms under which the Vendor will provide proprietary services ("Services") to the Company for the benefit of its delivery customers ("Customers").

2. Proprietary Services

The Vendor will grant the Company access to its proprietary services, which may include [brief description of services, e.g., software, logistics support, etc.]. The specific details of these Services will be defined in subsequent agreements.

3. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary information shared during discussions and interactions related to this Agreement. Proprietary information encompasses trade secrets, business strategies, and technological processes.

4. Non-Complete Clause

The Company agrees to refrain from engaging in any business activities that directly or indirectly compete with the Vendor's Services during the term of this Agreement and for a period of [time, e.g., 12 months] following its termination, without the prior written consent of the Vendor.

5. Non-Binding Nature

This Supplemental Vendor and Non-Complete Agreement serves as a preliminary outline of discussions and intentions between the parties. It is non-binding and does not create any legal obligations. Only once both parties sign a definitive agreement will any party be legally obligated to enter into it.

The governing law for this Agreement is the laws of the State of [State].

This Agreement constitutes the sole understanding between the parties regarding the subject matter and supersedes all prior discussions and agreements. Any amendments must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Vendor and Non-Complete Agreement as of the date first above written.

Company Name _____

By: _____

Name: _____

Title: _____

Date: _____

Greenlight Services of Texas

A handwritten signature in black ink, appearing to read "Jeremy R Covington", written over a horizontal line.

Name: Jeremy R Covington

Title: Principle

Date: _____