



Putting the *personal* back into personal shopping

INDEPENDENT CONTRACTOR PERSONAL SHOPPER AGREEMENT

Attachment A

Communications

This Attachment outlines the communication link between Carried Out and the Personal Shopper and the Member and the Personal Shopper in the course of fulfilling a member's order.

❖ Carried Out and Personal Shopper Communication

- When a Member requests services, Carried Out (unless a member has requested a specific Personal Shopper) will send a group text to all its Personal Shoppers indicating that an assignment is available. Carried Out will assign the fulfillment order to the first Personal Shopper to respond in the affirmative.

Carried Out will provide the selected Personal Shopper with member membership status, contact information, preferred method of communication and other pertinent information.

- If a member has requested a specific Personal Shopper, Carried Out will call or text the Personal Shopper with the opportunity to fulfill the order. If Personal Shopper fails to return the call or text within five minutes unless otherwise communicated, Carried Out will assume that the Personal Shopper is unavailable and will revert to the group text methodology set forth above.

If Personal Shopper accepts the assignment, Carried Out will provide Personal Shopper with member membership status, contact information and preferred method of communication.

- Concierge Membership Program Members have the option of calling their Personal Shopper directly to place an order.
- Personal Shopper may call Carried Out if they encounter a challenge and wish Carried Out's assistance in fulfilling an assignment (optional contact).
- After a fulfillment assignment is completed, Personal Shopper will text Carried Out with the required Paperwork as set forth in Attachment C of this Agreement.

❖ Member and Personal Shopper Communication

- Personal Shopper will call Member to make initial contact and introduce their self. During this conversation, Member may verbally provide Personal Shopper with their shopping list*
- Members have the option of calling their Personal Shopper directly to place an order.
- Member will text or email Personal Shopper with shopping list (if not already given verbally over the phone).*
- Member may call or text Personal Shopper with any forgotten items (optional contact).

- Prior to check out, Personal Shopper will call or text member (i) to check if member needs additional items (if not already communicated) (ii) for instructions if an item member ordered is not available from the store that they selected (if not already communicated) and/or (iii) if the Personal Shopper has any remaining questions about the member's order.
- If the member hasn't previously given instructions, Personal Shopper will call or text member for instructions when they are ready to deliver an order.*
- If an order is not delivered in person, Personal Shopper will call or text member when the order has been delivered.*
- For home to home deliveries, Personal Shopper will call, text or email member when delivery has been made.*
- The member may call or text the Personal Shopper after delivery if they have any questions about their order.

*Member's preference – verbal, text or email

Attachment B on next page

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Attachment B

Payments to Personal Shopper

- Upon the Personal Shopper's successful completion of a fulfillment assignment and their submission of the appropriate paperwork as set forth below, Carried Out shall reimburse Personal Shopper for the cost of good purchased on behalf of a member and pay Personal Shopper a Fulfillment Fee equal to at least the following: 5% of the purchase cost of the delivered goods (including purchased directly by member) + \$5.00 for each additional stop if multiple stops are required to fulfill an assignment except as follows:
 - ✓ A flat fee of \$10.00 if the purchase cost is under \$100.00 + \$5.00 for each additional stop if multiple stops are required to fulfill an assignment.
 - ✓ A flat fee of \$10.00 for prescription fulfillment assignments unless the delivery is part of a larger order + \$5.00 for each additional stop if multiple stops are required to fulfill an assignment. If the prescriptions are part of a larger order, the cost of prescriptions is not added into the computation for determining the Personal Shopper's Fulfillment Fee.
 - ✓ A flat fee of \$10.00 for each home to home delivery.
 - ✓ A flat fee of \$10 + 5.00 for each additional stop if the Personal Shopper can't find any of the items that the member ordered at the shops the member requested the Personal Shopper to search.

- Paperwork

Upon completion of a fulfillment assignment, Personal Shopper shall send a text to Carried Out including the member's name and address, and confirming that delivery (or unsuccessful search) has been made and -

- ✓ For groceries and other merchants - a legible picture of the itemized purchase receipt for any goods purchased on behalf of or paid by the member.
- ✓ For Alcohol - even though this is only a pickup and delivery since the member must order and pay for the alcoholic beverages themselves, a legible picture of the itemized purchase receipt for any alcoholic beverages picked up and delivered on behalf of the member.
- ✓ For Prescription only orders - A legible picture of the pharmacy bag showing the name of the pharmacy in which the drugs were delivered and a legible picture of the itemized purchase receipt for any prescriptions purchased on behalf of the member.
- ✓ For Home to Home deliveries - A legible picture of the item or items being delivered on behalf of the member.
- ✓ For unsuccessful searches – A statement indicating that the search was unsuccessful and the name of the shops that the Personal Shopper searched at the request of the Member.

- Payments

Payments to the Personal Shopper will be sent via Direct Deposit every Friday that is not a bank holiday in Albuquerque. In such instances, payments will be processed on Monday of the following week.

Transactions submitted after noon on Thursday will be processed on Friday of the following week.

Personal Shopper should expect payments to be credited to their account within 3-5 days from the date of submission. Any discrepancies in payment should immediately be brought to the attention of Carried Out.

Personal Shopper will be issued a monthly summary of all payments made to the Personal Shopper during the month and a Federal Tax Form 1099 for the current calendar year by January 31st of the following year.

Attachment C on next page

INDEPENDENT CONTRACTOR PERSONAL SHOPPER AGREEMENT

Attachment C

Reasons Why Carried Out May Terminate This Agreement for Cause

We at Carried Out place a high value on community and offering local entrepreneurs an opportunity to start up and grow their own businesses. We are also dedicated to providing *Concierge Level* member service.

Because we value our business relationship with our Personal Shoppers, we want to be clear, upfront, and transparent about the kinds of activities that can lead to this Agreement being terminated by Carried Out for cause.

Reasons Why Carried Out May Terminate This Agreement for Cause

- **Failure to maintain an average monthly member rating of 4 gold keys.**

Carried Out asks its members to rate each personal shopping experience on a scale of 1-5 gold keys. These ratings give our members the opportunity to help ensure that each purchase and delivery meet our *Concierge Level* member service standards.

Personal Shoppers that (i) are late, (ii) deliver orders with missing or damaged items, (iii) for grocery items, purchase non-fresh produce or out of date items or deliver thawing or melting frozen foods (iv) fail to follow member instructions or (5) behave unprofessionally typically receive lower ratings.

- **Failure to Maintain a safe environment.**

Unacceptable behaviors include but are not limited to -

- ✓ **Violence or inappropriate behavior, including abusive language** - Exhibiting objectively unsafe behavior, including physical or verbal assault of a member, merchant or any other person.
- ✓ **Use of alcohol and drugs** – Fulfilling a shopping assignment while under the influence of alcohol or drugs.
- ✓ **Discrimination or harassment** - Carried Out is committed to providing services free from discrimination and harassment and therefore prohibits discrimination and harassment by or directed at Personal Shoppers, merchants, member or Carried Out employees because of race, color, sex, gender, national origin, ancestry, religion, creed, physical or mental disability, marital status, sexual orientation, age or any other basis protected by federal, state or local law.
- ✓ **Unsafe driving** - Exhibiting objectively unsafe conduct while fulfilling a shopping assignment, including texting and driving, not pulling over before examining or accepting a shopping assignment opportunity, and failing to be conscientious while using navigation apps. Carried Out evaluates all accidents taking into consideration relevant facts and circumstances.

- ✓ **Failure to properly check member ID for age-restricted orders.**
- ✓ **Failure to comply with the law** - Violating any local, state or federal law while fulfilling a shopping assignment, including any applicable criminal or traffic laws. This includes but is not limited to theft of the goods meant to be delivered, and damage to or theft of any third party property.
- **Using this Agreement to participate in or further any criminal activity.**
- **Failure to pass a background check** – Carried Out annually and randomly conducts background checks on all Personal Shoppers with whom we make agreements.
- **Unauthorized use of your Carried Out supplied Payment Card.**
- **Failure to provide any services pursuant to this Agreement during any 12 consecutive months.**
- **Providing information that is fraudulent or misleading** - Providing false or misleading information (i) on your application or when answering interview questions (ii) in response to any Carried Out Inquiry and (iii) to Carried Out that would have been grounds for terminating this Agreement if the true facts had been communicated.
- **Tampering with deliveries or failing to maintain standards of food and prescription safety** - including but not limited to: using, consuming, or tampering with a member order; failing to use an insulated hot or cold bag when necessary to safely transport deliveries.
- **Failure to follow Government mandates and/or CDC guidelines (whichever are the strictest) for protecting others from COVID-19 or other communicable diseases.**
- **Failure to protect the member by not wearing a mask and/or not social distancing when interacting in person with a member while COVID-19 remains a threat to the community in which you are providing services (only operative as long as government mandated or CDC suggested).**
- **Violating any other terms of this Agreement.**