

Terms Of Sale

This agreement is entered into as of the last date signed by the parties (the "Effective Date") between Vixens & Co. LLC, ("V&C") and _____, ("Client").

1. Services

V&C shall provide Client with the services and products agreed upon.

2. Compensation

Client shall compensate V&C according to section "PAYMENT OF COMPENSATION" (the "Compensation").

3. Payment of Compensation

3.1. Payment of Compensation For Commissions

3.1.1. Invoice Procedure and Requirements

V&C shall

1. make each invoice to Client in writing, including
 - a. an invoice date and number,
 - b. the total amount due, and
 - c. the calculation of the total amount, and
2. send each invoice to Client

3.1.2. Payment

Dependent on invoiced amount after tax, Client has several payment terms options. Said options are listed below.

3.1.2.1. Option 1

If invoiced amount exceeds \$1500 Client shall pay

1. 35% within 10 Business Days after receiving invoice,
2. \$250 per month on the first day of each month until remaining balance is equal to \$0.00
3. in immediately available funds,
4. within the zoho payment portal.

3.1.2.2. Option 2

If invoiced amount exceeds \$450 Client shall pay

1. 50% within 10 Business Days after receiving invoice,
2. 50% upon completion of work,
3. in immediately available funds,
4. within the zoho payment portal.

3.1.2.3. Option 3

If invoiced amount does not exceed \$450 Client shall pay

1. in full within 10 Business Days after receiving invoice,
2. in immediately available funds,
3. within the zoho payment portal.

3.2. Payment of Compensation For Services

3.2.1. Compensation Amounts

Client shall pay to V&C Compensation of \$15, and at the rate of \$15 per hour after the first hour.

3.2.2. Invoice Delivery

V&C shall deliver its invoice to Client upon completion of the service(s) and prior to delivery.

3.2.3. Invoice Procedure and Requirements

V&C shall

1. make the invoice to Client in writing, including
 - a. the total amount due
 - b. access to the zoho payment portal, and
 - c. the accounting that details the specific sales, deliverables, services, or other work the invoice is for, and
2. send the invoice to Client

3.2.4. Payment

Client shall pay the Compensation specified in the invoice in full to V&C

1. within 10 Business Days after receiving the invoice,
2. in immediately available funds, and
3. within the zoho payment portal.

4. Taxes

Payment amounts under this agreement do not include Taxes, and Client shall pay all Taxes applicable to payments between the parties under this agreement. Only relevant information will be listed in this clause and its subsections.

4.1. Sales Tax

Client shall pay sales tax in the amount of 7.01% to V&C as stated by the City of Greeley and the State of Colorado listed below.

4.1.1. City of Greeley Sales Tax

As per Title 6, Chapter 1, Article III, Division 2, Section 6-112: There is imposed, upon sales of commodities and services specified in section 6-90, a sales tax equal to 4.11 percent of taxable sales.

4.1.2. Colorado Sales Tax

As per CO Code § 39-26-105.1: Except as provided in subsections (1)(a)(I)(B), (1.3), and (1.5) of this section, every retailer shall, irrespective of the provisions of section 39-26-106, be liable and responsible for the payment of an amount equivalent to two and ninety one-hundredths percent (2.9%) of all sales made on or after January 1, 2001, by the retailer of commodities or services as specified in section 39-26-104.

As per CO Code § 39-26-119: The license and tax imposed by this part 1 shall be in addition to all other licenses and taxes imposed by law, except as otherwise provided in this part 1.

5. Late Payments

5.1. Right to Suspend

If Client fails to make payments when due [three] times over any [six]-month period, V&C may suspend the commission and all services until Client pays all outstanding fees plus a \$250 reinstatement fee.

5.2. Interest on Late Payments

Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1% per month (12.68% annually) or the maximum allowed by Law, whichever is less.

6. Failure to Pay

6.1. Commissions

If upon completion of work by V&C, Client fails to pay the outstanding balance within 3 months from date of completion, Client understands that V&C has the right to

1. refuse all future work from Client,
2. repurpose the products,
3. resell the products, and
4. pursue legal action.

6.2. Services

If upon completion of work by V&C, Client fails to pay the outstanding balance within 3 months from date of completion, Client understands that V&C has the right to

1. refuse all future work from Client,
2. withhold the property,
3. place a lien on the property, and
4. pursue legal action.

7. Delivery of Products

7.1. Completion of Work

Upon completion of work by V&C and approval of work by Client, Client shall pay, in full, the outstanding balance of the order.

7.2. Shipping

Upon full payment of outstanding balance, V&C shall calculate and invoice shipping costs. Prior to shipment Client shall

1. compensate V&C in full,
2. with immediately available funds, and
3. with the zoho payment portal.

Client shall reimburse V&C for any import/export fees or customs fees occurred during international shipments.

7.3. Pick-up

Upon completion of work and approval of work by Client, may choose receive the order in person. V&C will not compensate Client for any travel to receive the order. Client understands that V&C will not travel to deliver the order, except in the event that both parties will be in attendance at an event, in which V&C will travel with the order.

7.4. Risk of Loss Shifts on Delivery

For domestic shipments only, V&C will remain liable for any damages, losses, or defects to the Products until the Products are delivered to Client, after which Client will be solely liable.

For international shipments, V&C is not liable for any damages or losses that procure during the shipping process.

8. Support

8.1. Initial Support

For the [12] month period beginning on the Effective Date, and at V&C's own expense, V&C shall provide Client with electronic support during V&C's normal business hours in order to help Client locate and correct problems with the Products. During commission work and services, V&C shall provide Client with regular updates, including

1. written communication, and
2. photographs or videos.

V&C can be reached through

1. telegram @VixensAndCoLLC, and
2. email sb@vixensandco.com

9. Returns and Refunds

9.1. Refund policy

Upon first payment, Client has 5 business days to request a full refund for the amount paid. If refund is not requested by Client within 5 business days of first payment, V&C will only offer 35% of the amount already paid. Upon 75% completion of work by V&C, in which V&C has the right to determine, no refunds will be granted for any reason.

9.2. Return policy

No returns on commissions or services by V&C. If upon delivery the products are damaged, Client shall either

1. refuse delivery, or
2. at Client's expense ship products to V&C within 10 business days of accepted delivery for repairs.

10. Intellectual Property

Except for rights expressly granted under this agreement,

1. nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and
2. each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

11. Marketing

Upon signing this agreement Client grants V&C an unlimited, non-exclusive license to use Client's name, Commission, and all photos of the Commission to market and promote V&C and its subsidiaries under the condition that V&C

1. cannot reproduce an exact copy of Client's Commission, and
2. cannot use or sell other works containing Client's IP for any reason, unless otherwise granted, in writing, by Client.

12. Expectation of Cleanliness and Safety

V&C provides paid cleaning and repair services. Client guarantees that their product is clean and/or free of any hazards that could harm V&C personnel. Listed below are the standards and penalties.

12.1. Definitions

"Corrosive substance" means any substance which, in contact with living tissue, will cause destruction of tissue by chemical action but shall not refer to action on inanimate surfaces.

"Extremely flammable substance" is a substance which has a flash point at or below twenty degrees Fahrenheit as determined by the Tagliabue open cup tester. This definition shall not apply to the flammability or combustibility of solids and of the contents of self-pressurized containers which shall be determined by methods generally applicable to such materials or containers and established by regulations issued by the department.

"Flammable substance" is a substance which has a flash point above twenty degrees Fahrenheit to and including eighty degrees Fahrenheit as determined by the Tagliabue open cup tester. This definition shall not apply to the flammability or combustibility of solids and of the contents of self-pressurized containers which shall be determined by the methods generally applicable to such materials or containers and established by regulation issued by the department.

"Hazardous substance" means any substance or mixture of substances which:

- (I) Is toxic;
- (II) Is corrosive;
- (III) Is an irritant;
- (IV) Is a strong sensitizer;
- (V) Is flammable or combustible; or
- (VI) Generates pressure through decomposition, heat, or other means, if such substance or mixture of substances may cause substantial personal injury or substantial illness during or as a proximate result of any customary or reasonably foreseeable handling or use, including reasonably foreseeable ingestion by children.

"Highly toxic" means any substance which falls within any of the following categories:

- (I) Produces death within fourteen days in one-half or more than one-half of a group of ten or more laboratory white rats each weighing between two hundred and three hundred grams, at a single dose of fifty milligrams or less per kilogram of body weight, when orally administered; or
- (II) Produces death within fourteen days in one-half or more than one-half of a group of ten or more laboratory white rats each weighing between two hundred and three hundred grams when inhaled continuously for a period of one hour or less at an atmospheric concentration of two hundred parts per million by volume or less of gas or vapor or two milligrams per liter by volume or less of mist or dust, provided such concentration is likely to be encountered by man when the substance is used in any reasonably foreseeable manner; or

- (III) Produces death within fourteen days in one-half or more than one-half of a group of ten or more rabbits tested in a dosage of two hundred milligrams or less per kilogram of body weight when administered by continuous contact with the bare skin for twenty-four hours or less.

"Irritant" means any substance not corrosive within the meaning of subsection (4) of this section which on immediate, prolonged, or repeated contact with normal living tissue will induce a local inflammatory reaction.

"Radioactive substance" means a substance which emits ionizing radiation.

"Strong sensitizer" means a substance which will cause, on normal living tissue, through an allergic or photodynamic process, a hypersensitivity which becomes evident on reapplication of the same substance and which is designated as such by the department. Before designating any substance as a strong sensitizer, the department, upon consideration of frequency of occurrence and severity of the reaction, shall find that the substance has significant potential for causing hypersensitivity.

"Thermal hazard" means an article, the design, or manufacture of which, in normal use or when subjected to reasonably foreseeable damage or abuse, presents an unreasonable risk of personal injury or illness because of heat, as from heated parts, substances, or surfaces.

"Toxic" shall apply to any substance (other than a radioactive substance) which has the capacity to produce personal injury or illness to man through ingestion, inhalation, or absorption through any body surface.

"Radiological Hazards" Shall not apply to residual radiation caused by medical procedures.

"Hazardous waste" means any material, alone or mixed with other materials, which has no commercial use or value, or which is discarded or is to be discarded by the possessor thereof, either of which because its quantity, concentration, or physical or chemical characteristics may:

- (I) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or
- (II) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Hazardous waste disposal by any person is prohibited except on or at a hazardous waste disposal site for which a certificate of designation has been obtained

"Infectious waste" means waste capable of producing an infectious disease and requires the consideration of certain factors necessary for induction of disease. These factors include:

- (I) Presence of a pathogen of sufficient virulence;
- (II) Dose;
- (III) Portal of entry;
- (IV) Resistance of host.

It is recommended by the general assembly that the following categories of waste, as published in the "EPA Guide for Infectious Waste Management", May 1986, by the United States environmental protection agency, be designated as infectious:

- (I) Isolation wastes from persons diagnosed as having a disease caused by an organism requiring, pursuant to recommendations by the centers for disease control in the 1988 publication "Biosafety in the Microbiological and Biomedical Laboratory" (second edition), biosafety level IV containment;
- (II) Cultures and stocks of infectious agents and associated biologicals;
- (III) Human blood and blood products and body fluids consisting of serum, plasma and other blood components, cerebrospinal fluid, synovial fluid, pleural fluid, peritoneal fluid, pericardial fluid, and amniotic fluid;
- (IV) Human pathological/anatomical waste consisting of tissues and body parts that are discarded from surgical, obstetrical, autopsy, and laboratory procedures;
- (V) Contaminated sharps;
- (VI) Contaminated laboratory or research animal carcasses, body parts, and bedding.

12.2. Cleanliness Standards

V&C reasonably assumes that Client will, to their best ability, clean their fursuit before drop off or ship for repairs. Upon inspection if V&C deems Fursuit too uncleanly according to these standards set by V&C, will

- a. refuse service until standards are met, or
- b. upon request by Client, require compensation for cleaning service.

Cleanly as defined by V&C means that Fursuit is free from

- a. low risk bodily fluids,
- b. sweat, dried or not,
- c. cigarette ash and nicotine residue,
- d. unpleasant odours,
- e. stains,
- f. marijuana residue, and
- g. has been sanitized on parts that are in contact with skin.

12.3. Safety Standards

V&C reasonably assumes Client shall not deliver Fursuit in violation of safety standards set by V&C. Upon drop off or delivery V&C and its staff will inspect Fursuit. Client understands that Fursuit is free from all hazards including but not limited to

- a. biological hazards,
- b. hazardous materials,
- c. radiological hazards,
- d. prescription or recreational substances,
- e. sharps,
- f. corrosives, and
- g. irritants.

12.4. Violations

12.4.1. Reimbursement

(2) understands that if they do not follow the standards set by (1), The City of Greeley, The State of Colorado, and The United States of America, (2) will reimburse (1) for any expenses including but not limited to

finer,
disposal fees,
handling fees,
loss of inventory,
medical bills, and/or
lost wages.

12.4.2. Legal Consequences

In the event (2) violates the standards, (2) understands that it results in consequences including but not limited to

forfeiture of property,
liability for any and all damages to property and personnel belonging to (1),
blacklisted from all future transactions with (1), and/or
informing local authorities in (2)'s city.

12.5. Fines and Fees

Listed below are the fines and fees for the City of Greeley and The State of Colorado.

12.5.1. Biohazard Handling Fee

Biohazard handling and disposal is \$3000 per day of handling and no more than \$25000

12.5.2. Generic Hazardous Material Disposal Fee

Generic Hazardous Material disposal is \$200 per 20 gallons starting at 20 gallons.

12.5.3. Acute Hazardous Material Fines and Fees

As per The City of Greeley Chief of Police, all acute hazardous materials must be reported and handled by licensed hazmat personnel. Improper disposal incurs a fine of no less than \$1000 and no more than \$25000. Fees for a hazmat team are \$300 per hour.

12.5.4. Radiological Hazard Disposal Fees

As per The State of Colorado regulations, Radiological material must be disposed of at a radiological waste facility. Several municipalities offer free disposal of radiological waste less than 5 gallons. Transport of radiological waste by non licensed persons is a federal crime.

12.5.5. Medical Waste Disposal Fees

Medical waste is \$200 per box which size is determined at time consultation.

13. Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

14. Acknowledgement of Contract Terms

Before signing this agreement, Client

1. has been given a reasonable opportunity to consider its terms,
2. has carefully read and fully understands all its terms,
3. has been advised by V&C, and has been given ample opportunity, to consult with an attorney of his or her choosing regarding this agreement, and
4. knowingly and voluntarily agrees to all of the terms of this agreement, without any duress, coercion, or undue influence by V&C, its representatives, or any other Person, and agrees to be legally bound by those terms.

Please sign your full legal name below.

Client

Full Name: _____

Date: _____

Signature:

Vixens & Co. LLC

Legal Name: Benjamin A Wright

Date: _____

Signature:
