

**FOR INTERNAL USE ONLY**

Date: \_\_\_/\_\_\_/\_\_\_  
Principal: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Client ID#: VLLC-TA- \_\_\_\_\_  
Email: \_\_\_\_\_  
#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_



*VLove LLC*  
CO | Victoria Kemp  
773-449-0003  
VKL@VLove.com  
*Make Things Happen..*  
*... Get Things Done!*

**VLove Trade, Use, & Service Agreement**

On this \_\_\_\_\_ day, month of \_\_\_\_\_, in the year \_\_\_\_\_,

THE PRINCIPAL [The undersigned client(s)], \_\_\_\_\_ {Company/Name}, with the named Authorized Representative, \_\_\_\_\_ {Name & Title},

hereby do intend to proceed with, and agree to enter into, a Trade, Use, & Service Agreement with THE AGENT, VLove LLC; where as, each party is entering into an agreement to trade (exchange) use of services in their respective domains, and/or agreed on paid third party services that pertain to their respective domain, and /or the title/image that pertains to their respective domain; which would otherwise incur a monetary fee; unless otherwise specified under the compensation clause listed below;

The participation of each party is listed below:

**PARTICIPATION:**

**THE AGENT ACKNOWLEDGES AND AGREES TO PROVIDE THE FOLLOWING SERVICES AND ADHERE TO THE FOLLOWING RESPONSIBILITIES:**

THE AGENT covenants that she/he presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services/actions required hereunder.

THE AGENT agrees to communicate efficiently and effectively to complete all assignments of the contracted project.

THE AGENT will not pay for the services of the project but instead will compensate THE PRINCIPAL with traded services, the content itself and use of content through promotion and marketing of the project, and/or any and all content THE PRINCIPAL is featured or involved in.

THE AGENT will pay for the entirety of the project and provide props or any other necessities authorized by VLove LLC, not including hair, cosmetics, accessories, wardrobe, or personal brand merchandise of THE PRINCIPAL unless otherwise specified by VLove LLC under the compensation clause.

THE AGENT will distribute any and all content that THE PRINCIPAL is featured or involved in before or on the scheduled date of release of content.

THE AGENT will promote and market THE PRINCIPAL using any all content THE PRINCIPLE is featured and involved in.

THE AGENT will showcase the logo/brand of THE PRINCIPAL within the content of the project; the amount of coverage in footage is at the sole discretion of THE AGENT.

THE AGENT duties may include but are not limited to minimum acting, spoken lines, a question & answer interview, videos, photos, discussions of procedures, practices, & policies, and discussions of THE AGENT's relationship to THE PRINCIPAL.

THE AGENT acknowledges and agrees to adhere to the entirety of this agreement.

{Agent} INITIAL: \_\_\_\_\_

**IN EXCHANGE FOR,**

**THE PRINCIPAL ACKNOWLEDGES AND AGREES TO PROVIDE THE FOLLOWING SERVICES AND ADHERE TO THE FOLLOWING RESPONSIBILITIES:**

THE PRINCIPAL covenants that she/he presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services/actions required hereunder.

THE PRINCIPAL agrees to provide full participation, full communication, and maintain consistent availability throughout the process of execution for the contracted project and will give immediate notice of any change that may hinder the process of execution for the contracted project.

THE PRINCIPAL will not be paid for the services of the project but instead will be compensated with traded services, the content itself and promotion and marketing of the project; and/or any and all content THE PRINCIPAL is featured or involved in unless otherwise specified by VLove LLC.

THE PRINCIPAL will not need to pay for any of the project, props, or any other necessities for the project or content involved; THE PRINCIPAL will pay hair, cosmetics, accessories, and wardrobe unless otherwise specified by VLove LLC under the compensation clause.

THE PRINCIPAL will be allowed to showcase its logo/brand within the content of the project; the amount of coverage in footage is at the sole discretion of THE AGENT.

THE PRINCIPAL may provide their own brand merchandise for the commercial at the discretion of THE AGENT; the merchandise used must match the theme of the commercial project and correlate to the scenes projected.

THE PRINCIPAL will receive and may use any and all content THE PRINCIPAL ALONE is featured or involved in; any mixed content where a third party is involved must be cleared for use of content by third party before use of that said content.

THE PRINCIPAL's duties include but are not limited to minimum acting, spoken lines, a question & answer interview, videos, photos, discussions of procedures, practices, & policies, and discussions of THE PRINCIPAL'S relationship to THE AGENT, VLove LLC.

THE PRINCIPAL acknowledges and agrees to the entirety of this agreement.

INITIAL: \_\_\_\_\_

COMPENSATION: TOTAL \$ \_\_\_\_\_

TRADE OF SERVICE ONLY - \$0.00  PAYMENT \$ \_\_\_\_\_ - DUE/PAID: \_\_\_/\_\_\_/\_\_\_  2nd PAYMENT \$ \_\_\_\_\_ - DUE/PAID: \_\_\_/\_\_\_/\_\_\_

**\*\* Should circumstances change, and VLove LLC is able to provide payment and/or additional payment, you will be notified via email/sms on the amount you will receive and the scheduled disbursement date. You will need to provide a payment distribution selection (cash, check, wire transfer, apple pay, cash app, zelle, paypal) for retrieval.**

INITIAL: \_\_\_\_\_

{Agent} INITIAL: \_\_\_\_\_

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*VLovie LLC*  
CO | Victoria Kemp  
773-449-0003  
VKL@VLovie.com  
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**CONFIDENTIALITY CLAUSE:**

Each party agrees to a NDA Non Disclosure Agreement of any all information, content, and property, including intellectual.  
Each party agrees to respect the privacy of all other parties and entities involved.  
Each party agrees that NO party shall use cameras or phones or tablets while the project is being constructed and/or completed.  
Each party acknowledges and agrees that ONLY authorized content [authorized by VLovie LLC or The Principal involved in content] can be used, sold, distributed, and/or showcased; Any third parties involved must also give authorization.  
Each party agrees to take precaution when handling the content of the project, as to not leak or expose any portion of content before its intended release, accidentally, or intentionally, including data breaches and unattended content.

INITIAL: \_\_\_\_\_

**PROJECT DATES:**

#1 _____	#6 _____
#2 _____	#7 _____
#3 _____	#8 _____
#4 _____	#9 _____
#5 _____	#10 _____

**\* DATES MAY CHANGE AT ANY TIME. IF CHANGES OCCUR AN UPDATED SCHEDULE WILL BE PROVIDED TO ALL PARTIES. PLEASE KEEP PROOF OF ALL ORIGINAL SCHEDULES & SCHEDULE CHANGES PROVIDED. \***

INITIAL: \_\_\_\_\_

**TERMS & CONDITIONS:**

This TUSA contract shall take full effect as of the aforementioned agreement date and will maintain full authorization until 11:59pm on the agreed date of the final exchange of the agreed goods as mentioned in this agreement or the agreed date of release of agreed goods.  
THE AGENT may terminate this Agreement at any time.  
THE PRINCIPAL may terminate this agreement at any time **by first giving written notice of such termination and specifying the effective date thereof, which must be at least five (15) days before, the effective date of such termination.**  
Termination of agreement will not change, or ensure the change of, the nature of the original exchange; NO proceeds will be owed or due on behalf of either party upon AGREED termination; Where as, a breach of contract will give THE AGENT all rights to seek compensation and file a lawsuit against THE PRINCIPAL for any damages/losses, hardship, delays/setbacks, shutdowns, and/or any other unforeseen hardship due to breach of contract; Upon breach of contract or early termination, any and all content created under agreement will stay under authority of VLovie LLC alone unless other specified and agreed to by VLovie LLC.  
All communications and notices shall be in verbal form and/or accompanied by written format, via email, text/sms, or written/typed letter.  
Each party agrees to communication via mail, email, telephone, text/sms, FaceTime, and/or social outlets.  
This agreement shall be governed by the Commonwealth of the State of Indiana without regard to its conflict of law provisions.  
Should this contract be executed in another State, or involves a party that resides in or will execute traded services within another State, then this agreement shall also be governed by the Commonwealth of the State of \_\_\_\_\_ [State] without regard to its conflict of law provisions, otherwise it is inapplicable.

INITIAL: \_\_\_\_\_

{Agent} INITIAL: \_\_\_\_\_

**ASSIGNMENT:**

Neither Party hereto may assign, cede, or transfer any of its rights or obligations under this Agreement without the written consent of the other Party, whether by merger, acquisition, sale, operation of law, or otherwise.  
Each party acknowledges and agrees to adhere to, and comply with the responsibilities and duties outlined in the aforementioned clauses.

INITIAL: \_\_\_\_\_

**INDEMNIFICATION:**

THE PRINCIPAL AND THE AGENT both agree that each party will indemnify and hold each other harmless against any claims, losses or costs regarding the breach of any portion of this contract. Any damage or loss associated with the products being bartered shall be borne by the party in possession of the property at the time the damage occurs. In the interest of ensuring quality work, THE AGENT reserves the right to subcontract any project-related tasks; THE AGENT is not liable for the mistakes, losses, or claims of any subcontracted entities.  
THE PRINCIPAL will not hold THE AGENT liable for any closures/shutdowns, or delays in communication or funding/disbursement due to covid - 19/coronavirus issues or statutes or Federal/State regulations.

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**WARRANTIES & LIABILITY:**

Each party shall be liable for its own mishaps and misfortunes on all levels and under all circumstances, including but not limited to property damage, injuries, illness, medical bills, and etc.  
Each party warrants that they shall use commercially reasonable efforts to carry out their duties in accordance with applicable Good Clinical Practice Guidelines, and shall comply with applicable requirements of the US investigational new drug regulations, the Code of Federal Regulations governing informed consent and ethical review boards, and all other applicable federal and state regulations and laws.

INITIAL: \_\_\_\_\_

**COVID-19/CORONA VIRUS CLAUSE:**

VLove LLC has been fully vaccinated for COVID 19 since April 10, 2021.  
BOTH THE PRINCIPAL and THE AGENT acknowledge and agree, that they do not have covid-19/corona virus as of the date listed and they have not displayed any covid-19/corona virus symptoms and THE PRINCIPAL and THE AGENT have not come in contact with any one experiencing any flu or cold like symptoms.  
THE PRINCIPAL and THE AGENT have not been out of the country in the past 30 days  
THE PRINCIPAL and THE AGENT both agree to communicate immediately should any of the aforementioned occur or become prevalent.  
THE PRINCIPAL or THE AGENT will NOT refuse to disclose, or intentionally continue to participate within the Project after knowingly experiencing or being diagnosed with covid-19/corona virus.  
THE PRINCIPAL and THE AGENT both acknowledge and agree that proof of falsified attestation/knowledge of any and all of the aforementioned is a criminal offense;  
THE AGENT or THE PRINCIPAL reserve any and all rights to file for criminal charges and to seek any all compensation/reparations including but not limited to hardships, legal fees, and medical fees.

INITIAL: \_\_\_\_\_

{Agent} INITIAL: \_\_\_\_\_

**COPYRIGHTS:**

Copyright of all Products created while performing Services for THE PRINCIPAL will be transferred to THE PRINCIPAL upon receipt of final payment, or at the end of the project, except in the cases described in "copyright exceptions".

**COPYRIGHT EXCEPTIONS:**

THE AGENT reserves the right to reuse and re-license portions of the created Product as desired, as long as the portions are general solutions to common problems and are not specific to THE PRINCIPAL's product.  
Any portions of The Product whose copyright is withheld by THE AGENT are licensed to THE AGENT for use.  
THE AGENT AND THE PRINCIPAL AGREE TO SHARE RIGHTS TO CONTENT.

INITIAL: \_\_\_\_\_

{Agent} INITIAL: \_\_\_\_\_

**LEGAL:**

VLove LLC cannot be held liable if there is any lost profit or special damages that THE PRINCIPAL might experience as a result of THE AGENT's work. If THE PRINCIPAL is to pursue this matter legally, The AGENT cannot be held liable for any costs, or expenses, including attorney fees. THE PRINCIPAL cannot and will not file any class action lawsuits against VLove LLC. All disputes shall be settled individually, outside of court. ARBITRATION: THE PRINCIPLE AGREES THAT HE/SHE/THEY WILL NOT SEEK OR FILE A LEGAL CLASS-ACTION SUIT AGAINST VLOVIE LLC FOR ANY REASON. IF THE PRINCIPLE WISHES TO SEEK LEGAL ACTION IT MUST BE DONE IN SOLIDARITY ON BEHALF OF THE SOLE INDIVIDUAL SEEKING LEGAL ACTION, EVEN IF THE INDIVIDUAL SEEKING LEGAL ACTION IS PART OF, OR CO OWNER OF, A LEGAL ENTITY AND THE ENTITY ITSELF IS SEEKING LEGAL ACTION.

INITIAL: \_\_\_\_\_

**WAIVER:**

No waiver or amendment of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver or amendment of any such term, provision or condition, or of any other term, provision or condition of this Agreement without consent and written authorization of VLove LLC.

INITIAL: \_\_\_\_\_

**POWER OF ATTORNEY / NDA / DISPLAYS OF WORK:**

THE PRINCIPAL acknowledges and agrees to this Power Of Attorney, NDA, and Displays Of Work Clause; THE AGENT reserves any and all rights to orally disclose, sell, distribute, reference, or feature completed or in-progress client work on the website, social media outlets, and portfolio of THE AGENT, without authority or permission. THE PRINCIPAL agrees to full non disclosure and may not orally disclose, sell, distribute, reference, or feature completed or in-progress client work on the website, social media outlets, or portfolio of THE PRINCIPAL, without written authority and permission from VLove LLC. THE PRINCIPAL understands and agrees that no portion of the project can be released before it is completed and/or before the projected date of release, even if all content is in possession of THE PRINCIPAL; ONLY UPON COMPLETION, WITH APPROVAL FROM VLOVIE LLC, ON THE SAME DAY OF, OR AFTER, THE INTENDED DATE OF RELEASE, can THE PRINCIPAL release content. THE PRINCIPAL acknowledges and agrees to adhere to this Non - Disclosure Agreement Clause. If THE PRINCIPAL requests an additional non-disclosure agreement be signed, a fee of 10% of the total project dollar value will be billed and invoiced. THE AGENT will reserve right to pursue a legal suit for this amount and any and all legal fees affiliated with the legal suit.

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Acknowledged and signed in agreement, by THE PRINCIPAL, with authority to bind within contract, on this \_\_\_\_\_ day, month of \_\_\_\_\_, in the year \_\_\_\_\_.

{Principal}  
Signature: \_\_\_\_\_ Print/Title: \_\_\_\_\_

\*\*\*\*\*

Acknowledged and signed in agreement, by THE AGENT, with authority to bind within contract, on this \_\_\_\_\_ day, month of \_\_\_\_\_, in the year \_\_\_\_\_.

{Agent}  
Signature: \_\_\_\_\_ Print/Title: VICTORIA KEMP / OWNER OF VLOVIE LLC

N/A  
EDITS, RECONSTRUCTIONS, ADDITIONAL CLAUSES, AND MISCELLANEOUS PROVISIONS:  
\*If N/A is checked, then NO edits, additions, reconstructions, or miscellaneous provisions are accepted and will not be acknowledged by VLove LLC.

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INITIAL: \_\_\_\_\_

Effective Date of Change(s): \_\_\_/\_\_\_/\_\_\_

{Agent} INITIAL: \_\_\_\_\_

Acknowledged and signed in agreement, by THE PRINCIPAL, with authority to bind within contract, on this \_\_\_\_\_ day, month of \_\_\_\_\_, in the year \_\_\_\_\_.

{Principal}  
Signature: \_\_\_\_\_ Print/Title: \_\_\_\_\_

\*\*\*\*\*

Acknowledged and signed in agreement, by THE AGENT, with authority to bind within contract, on this \_\_\_\_\_ day, month of \_\_\_\_\_, in the year \_\_\_\_\_.

{Agent}  
Signature: \_\_\_\_\_ Print/Title: VICTORIA KEMP / OWNER OF VLOVIE LLC