



# Partnership Agreement

**Laundry Day NYC LLC**



**Laundry Day**

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215 W 101st, Suite 7G,  
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This Partnership Agreement ("Agreement") is entered into effect on [\_\_\_\_\_], by and between Laundry Day NYC, LLC, a New York Limited Liability Company, with its principal place of business located at 215 West 101st, Suite 7G, New York, NY, 10025 ("Company"), owned and operated by Daniel Eyny ("Owner"), and \_\_\_\_\_, an independent contractor ("Partner").

## WHEREAS:

- The Company is engaged in the business of providing laundry services to residential and commercial buildings, and the Partner has the capacity and resources to market the Company's services to potential clients;
- The Company desires to engage the Partner to introduce and onboard clients to the Company's services on the terms and conditions set forth herein;

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

### 1. Services Provided by Partner

The Partner shall undertake the marketing and promotion of the Company's laundry services to prospective customers and buildings. The Partner's responsibilities are strictly limited to engaging in discussions with potential clients and facilitating their onboarding as customers of the Company.

The Partner shall have no obligations with respect to the management, oversight, or operation of the laundry services provided by the Company.

### 2. Referral and Equity Compensation

The Company agrees to compensate the Partner for successful referrals in the form of a tiered equity-based commission, derived from the net profits generated by the customers introduced to the Company by the Partner.

For the purposes of this Agreement, "net profits" shall be defined as the gross revenue generated from the referred customers, minus:

- Operational costs directly related to the provision of laundry services,
- Any losses incurred from credits issued to customers for issues related to their laundry,
- Promotional credits or discounts provided to customers, and
- Costs associated with maintaining the Company's internal software platforms necessary for service delivery and client management.

The equity compensation for Referral Customers is structured as follows:

- 10% of net profits for 0-10 customers referred.
- 12.5% of net profits for 10-20 customers referred.
- 15% of net profits for 20-70 customers referred.
- 20% of net profits for 70+ customers referred.

The equity awarded pertains exclusively to the customers directly referred by the Partner and does not extend to any other aspect of the Company's business or to customers not directly referred by the Partner.

Additionally, the Company will provide the Partner with access to sales and performance tracking through a dashboard, updated quarterly, to ensure transparency regarding their referrals and corresponding equity compensation.

### **3. Exclusivity of Referral**

The Partner shall be credited with all customers onboarded and any additional customers within the buildings they have successfully introduced to the Company, provided that the Partner facilitated access to the building and secured at least one customer therein.

For buildings where the Company was already providing services prior to the Partner's involvement, the Partner shall only be entitled to equity from the customers they directly refer, and not from the entire building.

Even if additional customers within an onboarded building sign up independently of the Partner's direct efforts, the Partner shall still receive equity from those customers, provided the building was initially introduced by the Partner.

### **4. Marketing and Promotional Support**

The Company agrees to provide marketing materials, including brochures, flyers, and digital assets, to assist the Partner in their promotional efforts. Additionally, the Partner may request customized marketing collateral for specific campaigns with approval from the Company.

The Company retains all ownership rights over the marketing materials and promotional content provided to the Partner. Upon termination of this Agreement, the Partner shall immediately cease using any and all such materials, including any digital content, and shall not have the right to modify, distribute, or use the content in any form thereafter.

### **5. Exclusion of Liability and False Marketing**

The Partner shall not be held liable for any damages, claims, or issues arising from the Company's provision of laundry services. The Company agrees to indemnify and hold the Partner harmless from any legal actions, losses, or liabilities related to the services provided by the Company. However, the Company shall not be liable for any false or misleading marketing conducted by the Partner.

If the Partner engages in false or misleading marketing, the Company reserves the right to terminate this Agreement immediately, with all rights to any future commissions or equity compensation forfeited.

## 6. Termination

Either party may terminate this Agreement upon 30 days' written notice to the other party.

In the event the Partner terminates this Agreement, the Company retains the right to continue providing services to the referred customers, and the Partner's entitlement to any further equity compensation shall be voided.

If the Company terminates this Agreement, it agrees to continue servicing the referred customers. The Company shall continue to pay the Partner their equity compensation, based on the customers they have referred, for a period of six months following the termination of the Agreement. The equity payments will follow the same tiered structure as defined under Section 2.

In the event the Partner violates any terms of this Agreement or engages in actions contrary to any applicable laws or regulations, this Agreement will be deemed terminated immediately, and all accrued commissions or equity compensation owed to the Partner shall be forfeited. Upon such termination, the Partner will be removed from any ongoing participation in the Company's services, and any claims for future compensation will be nullified.

### 6.1 Automatic Termination for Breach

This Agreement and the Partner's participation in the program shall be automatically terminated without further notice if the Partner breaches any provisions of this Agreement or any applicable law or regulation. In such instances, all rights to commissions or equity compensation shall be immediately forfeited. The Company reserves the right to pursue further legal action as deemed necessary.

## 7. Non-Solicitation and Non-Compete

The Partner agrees that during the term of this Agreement and for a period of two (2) years following its termination, they shall not solicit or engage in business with any customers or buildings referred under this Agreement for the purpose of referring or introducing them to any other laundry service providers. The Partner further agrees not to take any actions that would dissuade or discourage these customers or buildings from continuing to use the Company's laundry services.

The Partner shall not be held liable for any damages, claims, or issues arising from the Company's provision of laundry services. The Company agrees to indemnify and hold the Partner harmless from any legal actions, losses, or liabilities related to the services provided by the Company. However, the Company shall not be liable for any false or misleading marketing conducted by the Partner.

Furthermore, the Partner agrees not to enter into any partnership, agreement, or business arrangement with any other laundry service providers or vendors to execute a similar concept that competes with the Company, within the United States during the term of this Agreement and for a period of two (2) years following its termination.

## 8. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary information shared during the term of this Agreement, including but not limited to pricing structures, client lists, and marketing strategies. This confidentiality obligation shall remain in effect for a period of five (5) years following the termination of this Agreement.

## 9. Legal Protections and Indemnification

The Company and the Partner mutually agree to indemnify, defend, and hold harmless each other, including their subsidiaries, affiliates, officers, directors, employees, and agents, from any claims, demands, liabilities, losses, damages, judgments, settlements, and costs (including reasonable attorneys' fees) arising from:

- Any breach of this Agreement by either party, including any violation of applicable laws, regulations, or industry standards;
- Any claims or allegations of misrepresentation, fraud, or misconduct in connection with the services provided or marketed under this Agreement;
- Any infringement of intellectual property rights, including but not limited to copyright, trademark, or proprietary rights, related to any marketing content used in connection with this Agreement.

This indemnification obligation shall survive the termination of this Agreement.

## 10. Miscellaneous

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, oral or written. This Agreement may only be amended in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any disputes arising from this Agreement shall be resolved in the courts located in New York County, New York, regardless of where the business operations may extend.

## Section 10.1: Arbitration

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, the parties agree to resolve the matter through binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) and shall take place in New York County, New York.

The arbitration decision shall be final, binding, and enforceable in any court of competent jurisdiction. The parties agree to waive any right to a trial by jury or to appeal the arbitrator's decision, except as provided under applicable law. Each party shall bear its own costs and expenses associated with the arbitration, except that the arbitrator shall have the authority to award reasonable attorneys' fees and costs to the prevailing party.

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

### Signature Section

**Laundry Day NYC LLC**

Company Name

Signature

Signature

**Daniel Eyny**

Print Name

Print Name

**Founder**

Title

Title

Date

Date