



2400 Boston Street, Suite 102  
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## Application & Service Agreement Virtual & Executive Clients

Company Name: \_\_\_\_\_ D/B/A Name: \_\_\_\_\_

Client Name (1): \_\_\_\_\_ Title: \_\_\_\_\_

Client Name (1): \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home/Work Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

How Did You Hear of Vircity:  Word of Mouth  FedEx Website  Other: \_\_\_\_\_

*The information provided above will be used for internal purposes only and will not be sold.*

\_\_\_\_\_ The "Virtual Client" Membership - Note: In order to change your residential mailing address to Vircity, you will need to communicate your change of address to each vendor/contact individually. A USPS "Change of Address" does not work.  
**Fee = \$325 Paid Annually / \$40 per month - Initial Payment of \$80 (First & Last Month)**

\_\_\_\_\_ The "Executive Client" Membership: **Fee = \$100 Per Month. Initial Payment of \$200 Required. (First & Last Month)**

As a **Client**, you agree and acknowledge to:

- Provide a valid Driver's License or United States Passport for each individual or for the Contract Signer.
- Pay an additional fee of \$3.00 per package for each package received in excess of five (5) packages per day.
- Pay an additional fee of \$5.00 per package for packages left over five (5) business days without prior written or email approval by Vircity.
- Ship packages weighing less than 150 lbs and understand that Vircity is not equipped with a loading dock and therefore **CANNOT** accept Freight shipments of any kind.
- Address packages as follows: Your Name, c/o Your Company Name, 2400 Boston Street, Suite 102, Baltimore, MD 21224. (Without the proper suite number on your delivery address, mail and packages may not arrive to Vircity.)
- Ship and Mail only to the names listed on this account.
- Notify Vircity if your email or telephone number changes.
- Hold Vircity harmless for any packages not picked up within ten (10) business days.
- Pay a mail forwarding charge plus the cost of postage and packaging should you request mail forwarding.
- Maintain a valid credit card on file for monthly fees and agree to Vircity charging your card on or about the 1<sup>st</sup> day of each month. (Mailbox services are paid in advance of the month they are utilized.)

How do we contact you when your packages arrive? Note: Vircity does not contact you in regards to general USPS mail.

**Contact Method (circle one):**

**Phone**

**E-Mail**

By signing below, you acknowledge you have received a copy of Vircity's Terms of Engagement and agree that the above information and those Terms are agreeable to you.

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Vircity's Terms of Engagement**

When Vircity is engaged to perform services or deliver product, certain standard terms and conditions will apply. They are described in this document. Unless modified in writing by mutual agreement, they are an integral part of our agreement to provide you, the Client, with services and products. We ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.

**Our Fees . . .**

The specific fees and billing sequences for each service or product are available in an individual proposal or through agreements. Vircity reserves the right to refuse to begin, complete, or deliver any work, mail or packages until the appropriate fees agreed upon are paid according to the billing sequence specified. Unless otherwise indicated, all proposals will be based on estimated fees for all foreseeable internal and vendor services involved in completing a proposal. The Client will be notified if actual fees and expenses are expected to exceed the proposed amounts. In cases when work performed requires a RUSH basis and is not a result of delays on our part, any additional costs will be reflected in billings to the Client.

**Outside Vendors . . .**

In negotiating fees and conditions with outside vendors (i.e. printers, photographers, mail houses), Vircity acts as an agent of the Client, and the Client shall be responsible for honoring all agreements that arise from these negotiations. No obligation can or will be made without the Client's consent with a signed approval.

All out-of-pocket or vendor expenses carried by Vircity may be subject to an agency markup of 25% for all vendors with the exception of media advertising (i.e. television, radio, print, billboard). In the case of media expenses, Vircity may retain all commissions normally received by an agency and will reserve the right to add a 15% agency markup for non-commissionable media vendors.

**Use of Vircity's Mailing Address . . .**

The Client agrees and acknowledges that, in the event the Client tenders or receives packages containing dangerous or illegal goods for shipment, the Client is the shipper or recipient of all such packages and is responsible for those packages. The client acknowledges and agrees that the Client will be responsible for compliance with all applicable regulations and requirements governing the shipment of dangerous goods. The Client agrees to indemnify and hold Vircity harmless for any and all damages, costs (including without limitation, reasonable attorney's fees and expenses) or penalties that may result from your failure to comply with these requirements.

The Client also agrees that Vircity shall not be liable, in any event, for any damages, whether direct, incidental, special, or consequential, as a result of the Client's use of the packaging or failure of the packaging. All warranties, whether expressed or implied, including but not limited to, warranties of merchantability and fitness of particular purpose, are disclaimed.

The Client agrees and acknowledges that use of Vircity's mailing address is available only with advanced payment. Should a Client's account fall past due, the Client has 30 days to bring the account current or the account will be closed and mail and/or packages will be returned to sender.

**Client Obligations . . .**

The Client shall indemnify, defend, and hold Vircity, its officers, directors, and employees, harmless from and against any claim, suit, damages, and expenses arising from or out of any claim by any party that its rights have been violated or infringed upon with respect to any materials provided by the Client or produced by Vircity or packaged and shipped at the request of the Client.

In order for us to provide the best service possible, Vircity asks that the Client send all graphic design materials in a form suitable for use. Copy should be supplied in a compatible computer file format. Photographs, illustrations, or other visual materials should be of professional quality and in a form suitable for reproduction without further preparation or alterations. If Vircity needs to make any adjustments to the materials the Client sends, Vircity will bill the Client for the customary fees or expenses incurred in using materials not meeting these standards.

The Client shall be responsible for proofreading all copy and approving prior to release of said materials for print, media placement, or the like. Unless the Client changes and alterations are clearly indicated in writing, the Client's signature shall be conclusive as to the approval of these materials as presented. The Client will be responsible for appointing a representative with authority to obtain any necessary information or approvals requested by Vircity. The Client will also be responsible for information, approvals, and/or instructions provided by any employee or representative of the Client without proper responsibility to do so.

**Copyrights and Trademarks . . .**

The Client represents to Vircity and unconditionally guarantees that any elements of text, graphics, photos, designs, logos, trademarks, or other artwork furnished to Vircity for inclusion in printed or published materials are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Vircity and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

**Rights and Ownership . . .**

The Client agrees to the transfer of usage rights of any concept or design developed by Vircity only upon payment in full of all invoices and additional fees incurred with any project. This ownership may include design, photos, graphics, source code, work-up files, text, and any domain names or program(s) specifically designed or purchased on behalf of the Client for completion of the project.

**Confidential Matters and Proprietary Information . . .**

Vircity recognizes that during the course of engagement, Vircity may acquire knowledge of confidential business information or trade secrets and therefore agrees to keep all such confidential information in a secure place and not to publish, communicate, use, or disclose, directly or indirectly, for Vircity's own benefit or for the benefit of another, either during or after contract performance, any such confidential business information or trade secrets for an indefinite period of time.

**Choice of Law and Venue . . .**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Maryland and that the courts of Maryland shall have jurisdiction over disputes arising out of this Agreement and any Schedules and Exhibits attached hereto or incorporated herein.

**Attorneys Fees . . .**

In any legal dispute, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and other legal expenses, including expert witness fees and court costs.

**Termination . . .**

When Vircity completes the services the Client has retained us to perform, Vircity will consider the client relationship for that matter to have been terminated. If the Client later retains Vircity to perform further or additional services, the relationship will be revived subject to these terms of engagement.

Either party may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the addresses set forth in this Agreement. Date of Termination shall equate to the last date of the month in which termination is due to occur. The Client's termination of our services will not affect the Client's responsibility for payment of legal services rendered and other charges incurred before termination.

**Agreement . . .**

By retaining the services of Vircity, the Client is hereby agreeing to the all of the terms and conditions set forth herein.

**In Conclusion . . .**

We look forward to a long and mutually satisfying relationship with you. Again, if at any time you have any questions or concerns, please feel free to bring it to our attention.