



2400 Boston Street, Suite 102  
Baltimore, MD 21224  
410/522-5888  
Fax 410/522-5889  
www.vircity.us

**Application & Service Agreement**

Company Name: \_\_\_\_\_  
Name (1): \_\_\_\_\_  
Name (2): \_\_\_\_\_  
Address – Line 1: \_\_\_\_\_  
Address – Line 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home/Work Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

*The information provided above will be used for internal purposes only and will not be sold or rented. Vircity will use your information to inform you of news or information about Vircity.*

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**

**Vircity offers two levels of Membership: (select one)**

\_\_\_\_\_The “Package” Membership is designed for the resident who wants to have their packages received at a secure location. In this case, you would address packages as if you worked at Vircity. We then notify you when they are received. As a Package customer, PACKAGES ONLY (not USPS mail) will be received with: Your Name, Vircity, 2400 Boston Street, Suite 102, Baltimore, MD 21224. As a Package customer you will **pay for each package received based upon the package weight.** *Reference current pricing brochure.*

\_\_\_\_\_The “Virtual” Membership represents a cost effective solution for businesses and individuals to use Vircity as their “mailbox”. By using Vircity, your business will have a professional mailing address that will accept all your mail and packages. Packages received in excess of five (5) per day may result in an additional fee of \$3 per package. The same fee may be incurred for packages left over 3 business days without prior approval by Vircity. As a Client, mail/packages will be accepted when addressed: Your Business, Your name, 2400 Boston Street, Suite 102, Baltimore, MD 21224.  
**Annual Fee \$300.**

**VIRTUAL MEMBERSHIP OPTION - How would you like to be charged for your monthly use of our services?**

- I will pay by check within 15 days of receiving an invoice.  
Invoice should be emailed to? \_\_\_\_\_
  
- Please email me an invoice and charge the below credit card.  
Credit Card Type: Visa / MasterCard / American Express  
Mailing Address for Credit Card: \_\_\_\_\_  
Credit Card Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_  
Signature: \_\_\_\_\_

By signing below, you acknowledge you have received a copy of Vircity’s Terms of Engagement and that those terms are agreeable to you.

**CLIENT SIGNATURE:** \_\_\_\_\_

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

**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 Services to You...**

In our engagement letter with you, or in proposals provided to you, we have identified the services and/or products Vircity will be providing. If at any time you have questions regarding the scope of our services, please communicate with us.

**Our Fees . . .**

The specific fees and billing sequences for each service or product will be described in a proposal. Vircity reserves the right to refuse to begin, complete, or deliver any work 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.

**Retainer and Payment . . .**

Clients may be asked to provide Vircity with an advance payment ("retainer"). The retainer will serve as a source of payment for services rendered. Monthly invoices will first be applied against the retainer. When the retainer is depleted, the Client may be asked replenish this retainer so that it is sufficient to cover the estimated cost of work in progress plus the cost to complete the work. Any retainer that Vircity receives is refundable, at any time, to the extent it is not applied against services rendered. The Client agrees that any set-up fees and/or annual membership fees are nonrefundable.

An *estimate* of Vircity's fees is, of course, intended to give the Client an idea of the potential costs for budgeting purposes. But the actual final costs may vary from the estimate if unexpected complications, more work than initially expected or additional work emerge. If in the course of performing services or providing product, Vircity discovers that the matter is more complex or time consuming than originally expected, Vircity will bring this to the Client's attention and submit a revised estimate for approval before continuing service. Vircity agrees to submit monthly invoices on or about the 15th of each month to the Client for the services provided and the Client agrees to pay within thirty-(30) days from the date of the invoice. Should payment in full of any invoice not be received by Vircity within thirty (30) days, Vircity may impose a debt service charge amounting to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be required by law) for each month or fraction thereof of the overdue amount remains unpaid. In the case of World Wide Web site hosting, Vircity reserves the right to remove all web content from the Internet if payment is not made within thirty-(30) days from the date of the invoice.

The Client agrees to pay all fees and expenses incurred to date on any proposal that is either cancelled by the Client or postponed by the Client for a period longer than thirty days. Should Vircity be forced to retain an attorney to collect outstanding invoices, all necessary and reasonable fees and court costs will be paid by 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.

**Web Site Design and Hosting . . .**

When engaging Vircity for World Wide Web Site design and/or hosting, Vircity reserves the right to assign certain subcontractors to insure the right fit for the job as well as on-time completion. Vircity warrants all work completed by subcontractors and when subcontracting is required, Vircity will only use industry recognized professionals.

Vircity will secure a domain name (www.myname.com) for the Client at the Client's request. All charges incurred in doing so will be billed to the Client. The Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or Vircity. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

The Client hereby agrees to indemnify and hold harmless Vircity from any claim resulting from the Client's publication of material or use of those materials. It is also understood that Vircity will not publish information over the Internet that may be used by another party to harm another. Vircity will not develop a pornography or warez web site for the Client and Vircity reserves the right to determine what is and is not pornography.

The Client agrees that the Client is responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend Viricity and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of Internet electronic commerce. The Client understands that Viricity cannot provide legal advice. Viricity will provide e-mail and telephone assistance to the Client's designated representatives regarding management of the Client's web site. Sometimes, however, training for groups on-site at the Client's place of business is desired. If this is desired, additional fees will apply. Viricity will burn one copy of the Client's Web site into a CD at the Client's request upon completion. Additional copies will be available for a nominal fee.

#### **Client Obligations . . .**

The Client shall indemnify, defend, and hold Viricity, 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 Viricity at the request of the Client.

In order for us to provide the best service possible, Viricity asks that the Client send all 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 Viricity needs to make any adjustments to the materials the Client sends, Viricity 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 Viricity. 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 Viricity and unconditionally guarantees that any elements of text, graphics, photos, designs, logos, trademarks, or other artwork furnished to Viricity 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 Viricity 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 Viricity 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 . . .**

Viricity recognizes that during the course of engagement, Viricity 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 Viricity'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 attorneys fees and other legal expenses, including expert witness fees and court costs.

#### **Termination . . .**

When Viricity completes the services the Client has retained us to perform, Viricity will consider the client relationship for that matter to have been terminated. If the Client later retains Viricity 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 Viricity, 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.