

VIRTUAL ENTREPRENEUR PROGRAM 2022

MEMBER INFORMATION

Name: _____

Company Name: _____

Address: _____

City: _____ State: _____ ZIP: _____ - _____

Business Telephone: (____) _____ - _____ Do you have social media? FB IG

Fax: (____) _____ - _____ Mobile Telephone: (____) _____ - _____

E-mail Address: _____

Please, tell us a little about your business _____

TERMS AND CONDITIONS

1. This Agreement ("Agreement") is made and entered into by the Member identified above ("Member") for membership in the Virtual Entrepreneur Program ("VEP") at Newburgh Envelope Corp.
2. Member agrees that Member will not use Newburgh Envelope premises or services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Member further agrees that any use of the VEP shall be in conformity with all applicable Federal, state, and local laws.
3. This Agreement shall remain confidential, except that this Agreement, including Member's name, address, and e-mail address, may be disclosed solely for purposes of communication between Newburgh Envelope and Member related to Member's participation in VEP, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Member agrees to complete all necessary documents whenever any information required on this Agreement changes.
4. Member's mail, deliveries, packages or other items delivered to premises will be released to only those persons named herein. Member can add or remove Agents from their list at any time. Member is responsible for notifying Newburgh Envelope in writing should they want to revoke any or all permissions. Emails shall be considered received when opened and confirmed as such by Newburgh Envelope. In the event of death or incapacity of Member, Newburgh Envelope will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
5. Member agrees to pay an initial set-up fee of **\$0.00** as well as applicable annual service fees of **\$240.00** plus tax. Member agrees that Newburgh Envelope may withhold mail and packages from Member pending payment. There will be no proration or refunds of fees if services are canceled. Newburgh Envelope respectfully requests 10 days notice of cancellation if Member decides to discontinue their participation in the VEP. Member agrees to pay a **late fee of \$20** if fees are not received by the 15th of the month, upon renewal. Newburgh Envelope reserves the right to refuse mail or impose additional fees in the event the Member adds additional individuals or entities authorized to receive mail and packages under the VEP.
6. Member agrees that upon expiration, cancellation, or termination of this Agreement, Member will file a change of address order with the post office and copy Newburgh Envelope. Member further agrees that upon expiration, cancellation, or termination of this Agreement, Newburgh Envelope will cease to accept any mail; Newburgh Envelope may refuse any package addressed to Member delivered by USPS, or any other carrier or package delivery service. At Member's election, Newburgh Envelope will:
 - a. Re-mail Member's mail / packages once per month, on the first of each month, for a maximum of 12 months upon Member's payment in advance for postage and packaging material. Member must pay a monthly forwarding fee of **\$10.00**. Invoice will be sent via email.
 - b. Store the mail, United States Postal Service packages and any / all other deliveries for up to 12 months at a cost of \$15.00 per month, payment must be made in advance for storage fee.
7. The term of this Agreement shall be the initial period paid for by Member and any renewal period paid for by Member from time to time. Renewal of this Agreement for additional terms shall be at Newburgh Envelope's sole discretion.
8. Member agrees that Newburgh Envelope may terminate or cancel this Agreement for good cause at any time by providing Member with written notice. Good cause shall include but is not limited to: 1) Member uses Newburgh Envelope or the VEP for unlawful, illegitimate, or fraudulent purposes; 2) Member fails to pay monies owed to Newburgh Envelope when due; 3) Member engages in offensive, abusive, or disruptive behavior toward other Members of Newburgh Envelope; 4) Member violates any provision of this Agreement. Member acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Member access to the premises will be attributed to Member.

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9. Any written notice to Member required or permitted under this Agreement shall be deemed delivered after read receipt of email is received. In the event of a termination notice, notice shall be deemed delivered five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Member at Member's address as noted at the top of page 1 of this Agreement or on the date of actual receipt, whichever is earlier.
10. As Member's authorized agent for receipt of mail, Newburgh Envelope will accept all mail. Unless prior arrangements have been made, Newburgh Envelope shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from Newburgh Envelope as a condition of delivery. Member must accept and sign for all mail and packages upon request of Newburgh Envelope. Packages not picked up within 30 days of delivery will be subject to a **\$15.00** storage fee, billed monthly in addition to monthly VEP membership before the Member receives the package(s). Member refuses to accept any mail or package, the Center may return the mail or package to the sender and Member will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided. Newburgh Envelope, it's owners, employees and agents will not accept service of process on behalf of Members. Newburgh Envelope agrees to follow timely procedures for notification of mail and parcel receipt as agreed to at the time this Agreement is signed.
11. Member agrees to protect, indemnify, defend, and hold harmless Newburgh Envelope, any owners, employees and agents, officers, and directors, from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use of premises or membership in VEP, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from failure of the USPS or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package, mail or parcels by any cause whatsoever.
12. Member HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF NEWBURGH ENVELOPE, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$10.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL: _____)
13. Upon completing this Agreement, Member shall provide photo ID and business card. This Agreement may not be amended or modified, except in writing signed by both parties.
14. In addition to the parcel related services discussed above, Newburgh Envelope will provide complementary notary services to all VEP members as well as a membership card that entitles the VEP member 15% off any product as long as they are a member in good standing of the VEP program. Membership privileges are for the member only, they can not be transferred to any spouse, partner, friend, family member or agent.
15. As new products and services are launched, VEP members will be among the first to have access to registration. Newburgh Envelope intends to expand the program and include additional services as soon as Social Distancing allows. . We appreciate your participation in this VEP program and look forward to working with you.

AGENTS AUTHORIZED TO PICK UP ON YOUR BEHALF

1. _____
2. _____
3. _____

Term: begins today and ends 12/31/2022

Member Signature _____

Date _____