



INTERNATIONAL TRADING CENTER LLC

2315 NW 107TH Ave, Suite 1M28 # 117

Miami Free Zone

Miami, Florida 33172

Phone: 786-477-4175

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Web: www.internationaltradingcenter.com

Professional Smart Office Agreement

Client Information:		ITC V: 11-2016	
Company Name:			
Alternative Name:			
Company Representative:		Title:	
Address:		City:	State:
		Zip:	Country:
Business Telephone:		Home Telephone:	
Mobile Telephone:		Fax:	
E-mail Address:			
Website:			
Authorized Pick-up Person:			

PROFESSIONAL SMART OFFICE TERMS AND CONDITIONS

1. This Professional Smart Office Agreement (“Agreement”) is made and entered by the Client identified above (“Client”) for the use of a Professional Smart Office and related services listed under Section 3 of this Agreement (hereinafter “Professional Smart Office”), and International Trading Center LLC (hereinafter “ITC”) under the terms set forth herein.
2. Client agrees that Client will not use ITC’s premises or any ITC services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Client further agrees that any use of the Professional Smart Office shall be in conformity with all applicable federal, state, and local laws. The Client must complete a separate United States Postal Service Form 1583 to be authorized to receive mail or packages at the Mailbox.
3. ITC’s service for a Professional Smart Office includes: (a) use of ITC’s physical address as Client’s address; (b) receipt of mail and holding for 45 days, (c) use of a conference room for up to 4 hours a month (a reservation is required to make use of conference room, space is limited to availability, hours expire at the end of each month); (d) provide periodic information of trade events, seminars, services from other companies, or information regarding to organizations related to Client’s industry as it may be available; (e) include Client logo and link to website in www.showroomoftheamericas.com; (f) additional services include: (i) shredding, (ii) forwarding, (iii) open and scan mail, (iv) deposit checks, or (v) special request at additional fee. All services are provided Monday to Friday 9 am to 5 pm. For usage of rooms and workstations, previous reservations are required. Closed on national Holidays.

4. Client agrees to pay a monthly service fee of **\$80.00** for services, plus applicable taxes. Professional Smart Office service fees are all due and payable in advance and Client agrees that ITC may withhold mail and packages from Client pending payment. There will be no proration or refund for cancellation of any service. Client agrees to an automatic late charge fee of \$15.00 if any payment is not received within five (5) days of due date. Additional services, may be requested by Client and will be billed at the end of the month as follows: (i) shredding: \$.05/page (no cost first 5 pages/month); (ii) forwarding: \$5.00 plus shipping (iii) open and scan: \$0.25/page (no cost first 3 pages/month); (iv) deposit checks: \$10 per visit; (v) special requests to be quoted at time of request. Professional Smart Office service fees and other related fees stated herein are subject to change.
 - a. If Client receives an unreasonable volume of mail or packages per ITC's reasonable judgment, ITC may require Client to pay an additional charge. All packages should be picked up within 48 hours of notification date, unless otherwise noted. Packages not picked up within 48 hours from notification may be subject to a storage fee of \$2.00 per day per package, which must be paid before Client receives the package.
5. Client and ITC agree that upon expiration, cancellation, or termination of this Agreement, the Client authorizes ITC to accept and destroy any mail addressed to Client that is delivered to ITC; and will refuse any package addressed to the Client delivered by any party. However, at Client's election, ITC will:
 - a. Forward Client's mail for six (6) months upon Client's payment of \$180 plus postage and packing costs. It is the Client's responsibility to make proper arrangements with ITC to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
 - b. Store the mail or United States Postal Service packages for up to six (6) months upon Client's payment of \$150. It is the Client's responsibility to make proper arrangements with ITC to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement. All large packages should be picked up within 48 hours of notification date or may be subject to storage fee.
6. The term of this Agreement shall commence on the effective date and shall remain in effect as otherwise provided for a period of 6 months. This Agreement shall continue for additional terms of 1 month after the expiration of the initial term unless terminated by either party upon 15 days prior written notice.
7. The Client agrees that ITC may terminate or cancel this Agreement for good cause at any time by providing Client with written notice. Good cause shall include but is not limited to: (1) Clients uses the Professional Smart Office for unlawful, illegitimate, or fraudulent purposes; (2) Client fails to pay monies owed to ITC when due; (3) Client receives an unreasonable volume of mail or packages; (4) Client engages in offensive, abusive, or disruptive behavior toward other Clients of ITC or ITC's employees; (5) Client violates any provision of this Agreement. Client acknowledges that, for the purpose of determining good cause for termination of this Agreement, as provided herein, the actions of any person authorized by Client to use Professional Smart Office will be attributed to Client.
8. Any written notice to Client required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after e-mail of such notice to Client's designated email address or at the time personally delivered to Client.
9. CLIENT HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF ITC, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.
10. Client must use the exact mailing address for the Professional Smart Office without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
11. Upon signing this Agreement, Client shall provide two (2) forms of valid identification, one which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

Client Signature:

Effective Date:

ITC Representative Signature:

Date: