

ACCESS OFFICE CLIENT AGREEMENT

This Agreement is made this _____ day of _____ 2009 by and between _____, hereinafter referred to as "Client" and Access Office Inc a California corporation, hereinafter referred to as "Access Office Inc", collectively the Client and Access Office Inc are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, Client desires Access Office Inc. to serve as its virtual office, and utilize its services. WHEREAS, Access Office Inc is in the business of running its clients' offices from its office headquarters at 8350 Wilshire Blvd, Suite 200, Beverly Hills, CA 90211.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants, conditions, stipulations and agreements hereinafter contained, the Parties hereto do mutually covenant and agree as follows:

1. The initial term of this agreement is for one (1) month beginning on ____/____/____ with an automatic rollover thereafter. **30 days written notice is required for termination of this Agreement.**

2. Access Office Inc Shall Provide The Following Services:

a. Telephone answering service between the hours of 8:30am – 5:30pm, Monday through Friday, except for legal holidays. Client's telephone calls shall be handled according to Instructions specified in "Schedule of Services and Fees" which is attached hereto and made part of this Agreement. Should Client request any changes to services including telephone handling or others, clients charges shall be adjusted accordingly.

_____**Clients Initials** b. Mail (receipt, sorting and forwarding), **Mail Forwarding** If Client has Access Office forward, mail a cost of **\$ 30.00 a month** will be added to cost of plan **for weekly forwarding by USPS Priority Mail** or Client can have mail held for pickup at no charge. Special delivery services, will be billed separately and paid by Client at time the cost occurs. **In the event of termination, client shall immediately notify its vendors of its new address in compliance to United States Postal Service Form 1583. During the mail changeover, provider will hold mail for client or forward mail to client once a week whichever client requests for the last thirty days of client's contract. If Client ops for Access Office re-mail, forwarding or holding of mail after the 30 day period, Client agrees to a mail forwarding fee of \$ 109.00 a month for the duration that mail is handled by Access Office, which shall be pay in advanced .If Clients does not wish to pay the fee for re-mail forwarding or holding of mail during this period , Clients mail will be refused and returned to sender.**

c. Use of the Access Office Inc facility, including conference rooms, private offices, copier, fax, kitchen area However should client request additional use of Access Office Inc facilities extra charges shall apply. Usage may require reservations in advance and availability may be limited.

3. Postage and overnight delivery charges for mail forwarding. The amount charged will be determined by the postage amount.

4. A storage charge of \$3.00 per day for all Packages not picked up within (5) business days of delivery and notice.*Monthly billing of services (Call Transfer, conference hours, faxes, copies, etc.) applies from 15th of month to 15th of Previous month.

5. _____**Clients Initials** **Payments after the 10th day of the month will be subject to a late fee of 5% and after 30 days delinquent will bear interest at the rate of 10% per annum. *There will be a \$25.00 fee applied for all returned checks and declined credit cards.**

In witness whereof, the parties have executed this agreement on this ____ day of _____ 2009

6. If any action is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

7. Each party to this agreement acknowledges that any party, or anyone acting on behalf of any party, orally or otherwise, has made no representations, inducements, promises, or agreements. Which are not embodied herein; and that no other agreement, statement or promise not contained or referenced within this agreement shall be valid or binding, unless signed by the party to be charged.

8. This agreement shall be governed by and construed in accordance with the laws of the State of California with

the Parties hereby agree to Los Angeles, California as being the jurisdiction for purposes of this Agreement.

9. The parties hereto further agree that this Agreement or any extension thereof will terminate, as expressly provided for herein and/or by the occurrence of one of the following events:

Mutual consent in writing by the Parties hereto; Expiration of this agreement or extension(s); or, Client materially breaching or habitually neglecting, the duties which they are required to perform under the, terms of this Agreement. Access Office Inc may terminate this contract upon three (5) days written notice in the event of non-payment of fees. Any violation of Rules and Regulations (Article 10), or use of the facilities of Access for any unlawful purpose. The filing of a petition in Bankruptcy, and assignment for the benefit of creditors, or the insolvency of Client.

10. Any and all disputes pertaining to the rights and/or obligations of the parties or the construction or application of the terms, provisions, or conditions of this agreement shall, be on the written notice of any party served on the other, be submitted to binding arbitration. The parties agree that any such arbitration shall be conducted in Los Angeles County, California, in accordance with the California Arbitration Law (California Code of Civil Procedure Section 1280 et seq) and the California Evidence Code and that the parties shall be entitled to conduct discovery pursuant to the California Code of Civil Procedure. Judgment of the award shall be binding and may be entered in any court having jurisdiction thereof. The cost of arbitration, including any administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. Attorneys' fees and costs may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator.

11. Any notice required under this contract shall be deemed effective upon personal delivery or deposit in the U.S. Mail, postage prepaid to Access Office Inc or Client at the address set forth Above or as many be changed periodically by notice in writing to the other party.

12. Rules and Regulations: Client shall observe and comply with all Rules and Regulations and will assure that their Agents, employees, and customers are in compliance as well. These Rules and Regulations are subject to change by Access. Client acknowledges that Access intends to maintain its suites as a prestigious place of business and that the cooperation of all the tenants and Clients is necessary to maintain the high standards of the Suites. Therefore, Access shall be entitled to injunctive and other appropriate relief including termination of this contract. If the Client fails to comply with any one or more of the Rules and Regulations, or takes any action which detracts from the reputation and character of the Suites, or if the Client's action or inactions cause any material interference with the business of the other tenants of the Suites

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its duly authorized Officers on the day and year first written above.

Fees

Client Agrees to Pay Provider all Monthly Fees and Costs on Renewal Date as Follows:

\$_____ **79.00 Identity Plan (Complete Mail Services, Real Beverly Hills Address WITH SUITE NUMBER)**

\$_____ **249.00 Identity Plan with Office/Conference Room**

\$_____ **149.00 Plan A** Monthly Fee

\$_____ **199.00 Plan B** Monthly Fee

\$_____ **299.00 Plan C** Monthly Fee

_____ Last Month's Fee (amount equal to Total Monthly Fee)

\$_____ **\$30.00** Monthly Postage Handling Fee (Weekly forwarding of mail using USPS Priority Mail)

\$_____ Each additional voice mailbox- **\$15.00** Per Month

\$_____ Each additional member on Plan- **\$25.00** Per Month

\$_____ Lobby Directory Listing Strip- **\$50.00 (One Time Charge)**

\$_____ 411 Directory Listing- **\$50.00 (One time Set up Charge)**

\$_____ Automatic Phone System Transferring-**\$25.00** per Month plus Toll Charges

\$_____ Exclusive Fax Line-**\$20.00** per Month

\$_____ **Telephone & Voicemail Set Up Fee (One Time Charge)**

\$100.00 Administrative Set Up Fee (One Time Charge)

\$_____ **Total Monthly Fee**

\$_____ **Grand Total paid upon execution of the Agreement.**

Access Office by: _____ Date: _____

CLIENT by: _____ Date: _____

I hereby guaranty the obligations of my Corporation under this Agreement

Corporation Officer by: _____ Date: _____