



New Client Application and Duplication & Fulfillment Agreement

Basic Information (Please print clearly)

Company Name: \_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Physical Address: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_

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

Federal Tax ID or SS#: \_\_\_\_\_ Resale # (For Indiana-Based Clients): \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Email Address for Invoicing: \_\_\_\_\_

Credit Card Information

I authorize you to my credit card for my initial deposit as well as the ongoing weekly charges:

Signed \_\_\_\_\_

Card #: \_\_\_\_\_ Expiration Date: \_\_/\_\_\_\_ CVV: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address of Credit Card (If different from above): \_\_\_\_\_

Officers, Partners, or Proprietor

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (x): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Please Sign and Date Above and Initial Each of the Following Pages and Fax Back to 812-877-7115 or scan & email to info@sfsmail.com

## Terms and Conditions

### Section 1 – Identification

This Agreement between Speaker Fulfillment Services, Inc. (SFS) and \_\_\_\_\_ (“Company”) is made for the purpose of setting forth the terms and conditions under which SFS will provide product duplication and/or fulfillment services for COMPANY.

The term of this Agreement shall commence on the effective date specified in the COMPANY signature section of this Agreement and shall continue in effect for one year and automatically renew for one year terms, unless and until this Agreement is terminated, during any term, as outlined in Section 6 of this Agreement.

### Section 2 – Definitions

2A. Duplication is defined as the actual production of any product for the COMPANY by SFS. This could include CD or DVD duplication or replication, print, binding, shrinkwrapping, final packaging or any other task associated with the manufacturing of COMPANY product(s).

2B. Fulfillment is defined as the actual shipping of orders by SFS on behalf of the COMPANY. This can include individual orders shipped to COMPANY’s end customers or items shipped in bulk to COMPANY.

2C. COMPANY may utilize any combination of duplication or fulfillment services from SFS that COMPANY desires.

### Section 3 – SFS Activities

3A. SFS will provide product duplication and/or fulfillment services on behalf of COMPANY.

3B. SFS will pick and ship products for orders received from COMPANY. SFS and COMPANY will work together to determine and set up the best way to transfer order information from COMPANY to SFS.

3C. SFS will use appropriate packaging material (i.e. bubble mailers or boxes with void fill) at its discretion for COMPANY products.

3D. SFS will process and ship all orders for in stock products within 1 business day of receiving order.

3E. SFS will provide COMPANY a weekly ledger summarizing all orders received and shipped to COMPANY. This ledger will be provided to COMPANY no more than 3 business days from the end of the prior week. COMPANY will also have access to their own password protected area within the SFS backend system (Called Red Oak Cart) via which they can check order status and inventory levels of their products 24/7.

3F. Unless otherwise notified, SFS will ship COMPANY products via the United States Postal Service (USPS) or United Parcel Service (UPS). Shipping options will be presented by SFS to COMPANY and COMPANY will make determination in advance of shipping as to the default shipping methods it wishes to utilize for each of their products.

3G. SFS shall, at all times, hold sufficient insurance to restore at replacement cost all COMPANY inventory currently held by SFS.



3H. SFS will not do or permit anything to be done to prejudice the market image of COMPANY.

3I. Confidentiality. SFS and COMPANY both agree to treat confidential any and all information provided by the other and shall not disclose or permit to be disclosed any information to any person or entity except employees, agents, or contractors with a need to know in the normal course of their work, or in accordance with state and federal laws and regulations.

SFS and COMPANY shall take steps necessary to ensure the confidentiality of said records and information. SFS and COMPANY agree not to disclose the negotiated rates and/or the compensation payable to SFS pursuant to the terms of this Agreement.

#### **Section 4 – Company Activities**

4A. COMPANY will supply any fulfillment only products (i.e. books) or any components going into an SFS produced product to SFS at the address shown below.

Speaker Fulfillment Services  
2001 N. Hunt Street  
Terre Haute, IN 47805

4B. All items shipped to SFS must include a packing list indicating items in shipment along with quantities of each. SFS will verify quantity received vs. packing list and notify COMPANY of receipt of product and of discrepancies, if any.

4C. Fulfillment only items will be inventoried and stocked in the SFS warehouse for order fulfillment. Items shipped to SFS that will become part of a larger product will be warehoused and inventory pulled as needed by SFS for production purposes.

4D. COMPANY agrees to pre-establish a Reorder Point and Reorder Quantity for all SFS produced products. The Reorder Point is the quantity level at which a work order will automatically be generated to replenish inventory and the Reorder Quantity is the amount of that product to be produced when a Reorder Point is reached.

#### **Section 5 – Intellectual Property Rights**

5A. COMPANY acknowledges that it has intellectual property rights for any CDs, DVDs and any printed materials it requests SFS produce on its' behalf.

5B. COMPANY acknowledges it has resale rights to any products it ships to SFS to fulfill on its' behalf.

#### **Section 6 – Remedies**

6A. This Agreement may be terminated upon forty-five (45) days prior written notice by either party. If termination is cause, a statement shall be given to the breaching party specifying the nature of the material breach and requesting that it be corrected with fifteen (15) days from the written request for correction action. If sufficient correction is not made, termination may be immediate.

6B. COMPANY acknowledges that if this Agreement is terminated by either party it must pay any outstanding balances for services rendered by SFS in full, as well as the shipping costs of any product to be returned, before any remaining product will be returned by SFS to COMPANY.

## Section 7 – Compensation

7A. COMPANY agrees to establish a Fulfillment Account with SFS by paying an initial deposit of an amount to be jointly agreed upon between SFS and COMPANY (Minimum \$100) to offset production and shipping costs that will be incurred on COMPANY's behalf when duplication and/or fulfillment services begin. COMPANY understands this negotiated initial deposit will be charged at the time SFS process the New Client Application.

7B. SFS will charge the credit card number that COMPANY agrees to put on file for services rendered. If, during the course of a regular billing cycle, the charges incurred by COMPANY exceed the balance remaining in COMPANY's fulfillment account the credit card on file will be charged the shortage plus an additional amount equal to the amount of the initial deposit prior to the next billing cycle.

7C. COMPANY understands that if an attempted credit card processing is declined it has 3 days to correct the matter or services may be suspended.

7D. When fulfillment services are provided for COMPANY supplied fulfillment only items COMPANY will pay SFS a fee of \$2.00 per order plus shipping costs for single product orders shipped domestically. This fee includes processing and packaging of order and any packing materials.

7E. COMPANY will pay SFS a fulfillment fee in the amount of \$3.00 per order plus shipping costs for fulfillment of:

- Any multiple product orders of COMPANY supplied items fitting into a single package
- Any products duplicated for COMPANY by SFS
- Any order shipped internationally

This fulfillment fee includes processing and packaging of order along with packing materials.

7F. COMPANY will pay SFS a fulfillment fee in the amount of \$3.00 per package shipped for bulk shipments via common carrier (USPS/UPS/FedEx). For example, if you order 100 books to be shipped to a location and we can put 25 books in a package then it will take 4 packages total for the shipment. Your fulfillment fee would be  $\$3.00 \times 4 = \$12.00$  for that bulk shipment.

7G. For shipments going out by freight carrier COMPANY will pay SFS a fee of \$20.00 per hour for time spent picking the items from inventory, packing for shipment and arranging freight pickup. Further, while we do not charge for original receipt of items into inventory, if freight shipments like this are returned to SFS after an event a labor charge of \$20.00 per hour will be charged for arranging pickup, unpacking and logging the same items back into inventory again.

7H. COMPANY will pay SFS a fee in the amount of \$15.00 per pallet (4' x 4' x 4') per month that is stored in the SFS warehouse for fulfillment only items sent to SFS by company.

7I. COMPANY agrees to pay a 50% deposit on their initial production job and on any subsequent jobs that exceed \$500 in total cost prior to the start of production and the balance upon completion of the job.

7J. COMPANY understands that it must pay in full the production costs of any job done for bulk shipment to the COMPANY prior to that shipment leaving the SFS facility.

**Section 8 – Product Returns / Dead Stock**

8A. SFS agrees to notify COMPANY of any product returns a minimum of once per week.

8B. COMPANY agrees to predetermine how product returns will be handled and communicate their choice with SFS. Options include:

- SFS will rework or repackage the returned product and return the item to inventory at a pre-agreed per unit price. SFS will do so as their production schedule allows.
- Forward the return to COMPANY at COMPANY expense to use however it wants.
- Dispose of the product

Check how you wish us to handle returns: \_\_\_ Rework or Repackage \_\_\_ Forward to Me \_\_\_ Dispose Of

8C. COMPANY agrees that any product in inventory that has had no shipments for a 1 year period will be classified as Dead Stock by SFS. SFS will notify COMPANY of dead stock and, if no response has been received within 90 days of initial notification, SFS may dispose of dead stock at its discretion. SFS will continue to hold dead stock if COMPANY agrees to pay holding charges of \$15 per pallet per month.

**Section 9 – Miscellaneous**

9A. Both parties duly acknowledge that this Agreement contains all of the understandings between them. There have been no promises or warranties given or received, except as mentioned in the Agreement. Each of the parties herein mentioned is fully capable and ready to fulfill its commitments under this Agreement.

9B. Both parties hereby agree to indemnify, defend and hold each other harmless from loss, damage or expense arising out of their material breach.

9C. The parties agree to submit any dispute under \$1,000 to binding mediation within thirty (30) days of first notice of the dispute. In the event that the parties cannot resolve a dispute greater than \$1,000 through non-binding mediation, the matter may then be resolved through the use of the court system. Attorney fees and costs may only be charged and awarded if the mediator or court determines that a party has unreasonably failed to mediate a claim or caused unnecessary expense or delay in proceedings.

9D. This Agreement shall be governed by Indiana law.

**Section 10 – Signatures**

IN WITNESS WHEREOF, the parties hereto affix their signatures on the day and year written below

**FOR SPEAKER FULFILLMENT SERVICES, INC.**

**FOR COMPANY**

SFS REPRESENTATIVE

COMPANY REPRESENTATIVE

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

WITNESS FOR SFS REPRESENTATIVE

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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