

AGREEMENT FOR VIRTUAL OFFICE SERVICES

This AGREEMENT FOR VIRTUAL OFFICE SERVICES ("Agreement") is made this _____ day of _____, _____ by and between **VIEWPOINTE EXECUTIVE SUITES LLC**, a Nevada limited liability company ("**VIEWPOINTE**"), and _____, a _____ ("**Client**"). The parties hereby agree as follows:

1. **Services Provided.** ViewPointe shall provide the services selected below to Client on a nonexclusive basis:

Service	Standard \$59/month	Premium \$75/month	Premium Plus \$129/month
Las Vegas, NV mailing address	✓	✓	✓
On-site private mailbox	✓	✓	✓
Receipt and placement of mail in assigned mailbox Monday-Friday	✓	✓	✓
Mail and package handling/receiving	✓	✓	✓
Receipt of FedEx/UPS shipments	✓	✓	✓
Hours of meeting time in Day Office	N/A	Five (5)	Eight (8)
Rental of conference rooms on "as needed" basis <i>Large Conference Room: \$40/hr.</i> <i>Small Conference Room: \$30/hr.</i> <i>Day Office: \$30/hr.</i> <i>(1-hr minimums)</i> Cancellations within 24 hours of meeting will be billed in full.	✓	✓	✓
Business license hanging	✓	✓	✓
Free access to computer kiosks	✓	✓	✓
Use of commercial binding machines for presentations and reports	✓	✓	✓
Private telephone number and voice mail box <i>Additional one-time setup fee of \$50</i>			✓
Live operator to answer your phones M-F, 8a-5p			✓
One-time phone hookup fee	N/A	N/A	\$50
Initial to select a package:			

Optional Add-On Services (initial to select):

_____ **Mail Forwarding.** Every Friday, ViewPointe will collect and send Client's mail and will charge a fee of postage plus twenty percent (20%).

_____ **Directory Signage.** Client's business name shall appear on ViewPointe's physical directory located in the lobby of its building, for a charge of \$5 per month.

_____ **Electronic Readerboard Signage.** Client's business name shall appear on ViewPointe's electronic readerboard located on Eastern Avenue for \$5 per month.

All selected services above shall hereafter be collectively referred to as the “Services.”

At any time during the Term, Client may upgrade Services by providing ViewPointe a written request for same. Applicable fees will be charged to the Client’s credit card on file.

2. **Fees.** Fees for the selected Services shall be charged to Client’s credit card on file (authorization form attached hereto as Exhibit A) at monthly intervals. Upon the execution of this Agreement, and in addition to the monthly fee for the selected Service Package, Client shall pay a sum equal to the monthly fee as a deposit, plus an Expense Deposit of \$50.00. Client shall maintain a valid credit card number on file with ViewPointe. In the event of a failed attempt to charge the card on file, ViewPointe reserves the right to charge Client a fee of \$5.00 per day the Client does not maintain a valid credit card on file.

3. **Lost Keys.** Replacement keys for building access will be billed to Client at \$25.00 each.

4. **Permitted Use.** Client agrees to use the Services only for legal purposes. Use of the Services for any illegal or illicit purposes shall be considered a breach of this Agreement and grounds for immediate termination. Client’s business activities include:

5. **License.** This Agreement is not a lease, nor does it convey any interest in real property. It merely creates a revocable license. ViewPointe retains legal possession and control of the facility located at 8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123 (the “Facility”). This Agreement is subject to and subordinate to any underlying lease or contract of the building or related to the Facility.

6. **Rules and Regulations.** Any Client utilizing the physical space agrees to abide by ViewPointe’s posted rules and regulations, as updated from time to time. Failure to do so may result in Client’s use of the facilities being suspended or terminated.

7. **Nonsolicitation.** During the Term of this Agreement and for two (2) years thereafter, the Client shall not directly or indirectly induce or attempt to induce any of the employees of ViewPointe to leave the employ of ViewPointe or solicit the business of any client or customer of ViewPointe or any consultant to ViewPointe.

8. **Term and Termination.** This Agreement shall be for a term of six (6) months (“Initial Term”).

a. After the Initial Term, Client may terminate this Agreement by providing thirty (30) days’ written notice to ViewPointe. ViewPointe will continue to forward mail for six (6) months from the notice date. Thereafter, ViewPointe shall mark all mail “Return to Sender.”

b. In the event Client breaches a term of this Agreement ViewPointe may terminate this agreement immediately with cause and without penalty. Upon termination of this Agreement, Client agrees to remove ViewPointe’s address from any and all licenses, contracts, policies, etc. within thirty (30) days. Beginning with the thirty-first (31st) day, ViewPointe may charge to the Client’s card on file a penalty of ten dollars (\$10) per day.

9. **Default by Client.** In the event of a default by Client, ViewPointe may pursue any other remedy now or hereafter available to it under the laws or judicial decisions of the state of Nevada. Unpaid fees for Services and other unpaid monetary obligations of Client under the terms of this Agreement shall bear

a late fee of ten percent (10%). ViewPointe shall be entitled to recover its attorney fees in any action against Client to enforce the terms of this Agreement.

10. **Default by ViewPointe.** ViewPointe shall not be in default unless ViewPointe fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Client to ViewPointe, specifying where ViewPointe has failed to perform such obligation; provided, however, that if the nature of ViewPointe's obligation is such that more than thirty (30) days are required for performance, then ViewPointe shall not be in default if ViewPointe commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

11. **Notices.** Any notice under this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by an expedited mail service that provides proof of delivery, to the last address of the party to whom notice is to be given, as designated by such party in writing. Notice to ViewPointe must be sent to the following address:

**ViewPointe Executive Suites LLC
8275 South Eastern Avenue, Suite 200
Las Vegas, NV 89123**

or such other address as ViewPointe shall designate to Client in writing. The Client hereby designates its address (which address must be an address within the United States, otherwise notice shall be deemed given three (3) days after deposited with the mail service, regardless of whether or not received) as:

Such notices shall be deemed to be duly given only if mailed by certified mail, return receipt requested, in a postage-paid envelope, addressed to the other party at the addresses given above, and in the case of notices from Client to ViewPointe, only if the address of the Premises is stated in the notice.

12. **No Assignment or Sublease.** No assignment or sublease of this Agreement or any part thereof shall be made by Client without ViewPointe's prior written consent, at ViewPointe's sole discretion. This includes registered agent services, which may not be provided to Client's customers without ViewPointe's prior written approval.

13. **ViewPointe's Liability.** ViewPointe shall not be liable or responsible to the Client for any injury or damage resulting from the acts or omissions of ViewPointe's employees, other clients, or for any failure of services provided, so long as ViewPointe acts with reasonable diligence to restore any such amenity or service. Client agrees to indemnify and hold ViewPointe harmless from and against any and all claims, damages or causes of action for damages (including reasonable attorneys' fees and court costs) brought on account of injury to any person or persons or property, or loss of life, arising out of the use, of the Services by Client.

14. **Waiver of Breach.** No failure by ViewPointe to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach shall constitute a waiver of any such breach or any such term or condition. No term or condition of this Agreement required to be performed by the Client, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by ViewPointe. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

15. **Partial Invalidity.** If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties and cannot be changed or terminated except in a writing acknowledged by the parties.

17. **Authority.** The party or parties executing this Agreement on behalf of the Client warrant(s) and represent(s) that such executing party (or parties) has (or have) complete and full authority to execute this Agreement on behalf of Client, that Client shall fully perform its obligations hereunder, and that same shall fully indemnify, defend and save ViewPointe harmless from any breach of these warranties and representations.

18. **Governing Law.** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Nevada and any disputes shall be heard exclusively in Clark County, Nevada.

IN WITNESS WHEREOF, ViewPointe and Client have executed this Virtual Office Services Agreement as of the date first above written.

Client:

VIEWPOINTE EXECUTIVE SUITES, LLC

Signature: _____

CHRISTOPHER JOHNSON, Manager
8275 South Eastern Ave. Suite 200
Las Vegas, NV 89123

Print Name: _____

Title: _____

E-mail: _____

Exhibit A

Credit Card Authorization Form

As a Client of ViewPointe Executive Suites, LLC (“ViewPointe”), I, _____, authorize ViewPointe to charge the credit card listed below, for any and all fees associated with the Services outlined in the Virtual Office Services Agreement.

If, after a payment by credit card, you later dispute the charges, unless prohibited by law, you agree not to cancel, revoke, charge back, or dispute any previously entered charge on your credit card. If you do so, and it is later determined that the charge was properly authorized, you agree to pay all out of pocket fees and costs incurred by ViewPointe as a result of the improper cancellation, revocation, charge back, or dispute.

Type of Card: _____ VISA _____ MASTERCARD _____ AMERICAN EXPRESS

Credit Card Number: _____

Expiration Date: _____

CVC Code: _____ (last 3 digits on back of Visa/MasterCard, 4 digits on AMEX)

Credit Card Billing Name and Address:

Name on Card: _____

Street Address: _____

City: _____

State: _____ Zip: _____ Telephone: _____

E-mail address: _____

Signature: _____