



## Client Agreement Form

This agreement is established on 10/28/2024 between MBI Direct Mail, Inc. (referred to hereinafter as MBI) and Deland Cross Creek HOA (referred to hereinafter as "Client").

### Services Rendered/ Client

MBI designs, produces and mails print media. MBI provides digital advertising services through the use of Social Media. Products and services may be purchased directly by the end user (the person or entity benefiting from MBI's advertising promotion) or by an ad agency or broker for the end-user. It is the person or entity that purchases MBI's products and services that is the Client and who is solely responsible for paying MBI.

### Client Obligation

Client will provide assistance, technical information and decisions to MBI in sufficient time to facilitate the execution of marketing efforts in accordance with any estimated delivery dates or milestones. Client shall have sole responsibility for ensuring the accuracy of all information provided to MBI. Client warrants and undertakes to MBI that Client's employees assisting in the execution of any marketing effort, have the necessary approval authority. This includes providing artwork, designs and logos, login information and passwords to access social media, analytics, hosting, domains, and other third-party accounts necessary for MBI to carry out marketing efforts. Client acknowledges and agrees that all works (as stated herein), created by MBI for the Client are and shall remain, the exclusive property of MBI. The Client also agrees and acknowledges that these works cannot be used independent of MBI without MBI's written consent. Consent can be withheld for any reason or no reason. Any works stated herein, provided by the Client, will remain the Client's property. In the event Client is not the end-user of MBI's products and services, Client acknowledges and agrees that MBI has no liability or responsibility to the end-user. Client will hold MBI harmless and indemnify MBI for all expenses and damages incurred by MBI as a result of any claims by the end-user against MBI, including but not limited to, any damages awarded against MBI and attorney fees and costs incurred by MBI. Client is responsible for abiding to their Federal and State marketing and advertising compliance regulations. Client agrees to indemnify and hold MBI, its employees and officers harmless from any claims, demands, actions or causes of action arising from violation of any marketing and advertising compliance regulations.

### Responsibilities/Liabilities

#### Print Only & Mailing

MBI only assumes responsibility for delivery of the materials it has produced for Client to the postal facility or designated location and will confirm such delivery by providing Client with receipts documenting delivery. Provided MBI delivers the materials to the postal facility or designated location on the contract date(s), MBI shall not have any liability for the late delivery or delay due to "acts of God" or the postal service.

#### Social Media

MBI cannot predict when issues may arise. Accordingly, MBI is not responsible for third party content or content uploaded by users which other users may find offensive. We do not control what people do or say and we are not responsible for their actions or conduct or any content they share.

### Payment

Unless prior arrangements have been requested and agreed to in writing by MBI, full payment on all invoices is required twenty-four (24) hours prior to mailing/shipping Client's job. Social Media invoices will need to be paid twenty-four (24) hours prior to the promotion/page/event going live on Social Media. Should Client fail to timely pay MBI invoice(s), Client agrees to pay MBI all costs of collection, including but not limited to collection agency fees, reasonable attorney fees and court costs. Additionally, interest shall accrue on all outstanding balances at the rate of eighteen (18%) percent per annum. All matters pertaining to validity, construction, effect and enforcement of this agreement shall be governed by laws of the State of Florida, with exclusive venue and jurisdiction of any dispute being in the state courts in Volusia County, Florida.



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The Client may not breach, terminate or cancel agreement(s) if there are typographical errors, incorrect ad placements, omissions or errors in advertising and social media content provided by the Client. Any dispute by Client with products and services provided by MBI, or the amount charged for those products and services, shall be reported to MBI, in writing, within (15) days from the date of the invoice. Client's failure to timely report a dispute is a complete waiver by Client of that dispute. Client's reporting of a dispute shall not affect Client's obligation to make payment as set forth herein.

Client Name: Deland Cross Creek HOA

Legal Address: 1577 Corner Crossing Road

City Deland State FL Zip: 32720

County United States

Phone#: 3868484666 Fax#: \_\_\_\_\_

Federal ID#: 593042207

Resale/Tax Exempt Certificate:  Yes If yes, please provide certificate (Florida Companies Only)  
 No

Preferred Payment Method (please check one)

Cash  Check  Wire  ACH  Credit Card

### MBI DIRECT MAIL, INC.

Meredith Scott  
Meredith Scott (Oct 29, 2024 09:00 EDT)

Signature

Meredith Scott

Name

Account Manager

Title

Oct 29, 2024

Date

### CLIENT

Deland Cross Creek HOA

Company Name

Mike Bitter, Treasurer  
Mike Bitter, Treasurer (Oct 28, 2024 18:40 EDT)

Signature

Michael Bitter

Name

Treasurer

Title

Oct 28, 2024

Date



## MID/CRID Acquisition Authorization

Date: 10/28/2024

Company Name: Deland Cross Creek HOA

Address: 1495 Robinwood Drive

City: Deland State: FL Zip: 32720

Phone Number: 3868484666 Fax Number: \_\_\_\_\_

Non Profit:  Yes  No If yes: Non Profit Authorization# \_\_\_\_\_

CRID Number: \_\_\_\_\_ MID Number: \_\_\_\_\_

As per the US Postal Service requirements, I hereby authorize MBI Direct Mail, Inc., to register the above mentioned client with a MID(Mailer ID)/ CRID(Customer Registration ID).

Name: Michael Edward Bitter (Please Print)

Signature: *Mike Bitter, Treasurer* 10/28/2024  
Mike Bitter, Treasurer (Oct 28, 2024 18:40 EDT)

Signature: *Mareidith Scott*  
Mareidith Scott (Oct 29, 2024 09:00 EDT)

Email: msscott@mbidirectmail.com












# MBI Welcomes Edward - New Client Forms

Final Audit Report

2024-10-29

Created:	2024-10-28
By:	Meredith Scott (mscott@mbidirectmail.com)
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## "MBI Welcomes Edward - New Client Forms" History

-  Document created by Meredith Scott (mscott@mbidirectmail.com)  
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-  Document emailed to edwardsomers@gmail.com for signature  
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-  Email viewed by edwardsomers@gmail.com  
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-  Document signing delegated to Mike Edward (crmike1965@gmail.com) by edwardsomers@gmail.com  
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-  Signer Mike Edward (crmike1965@gmail.com) entered name at signing as Mike Bitter, Treasurer  
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-  Document emailed to Meredith Scott (mscott@mbidirectmail.com) for signature  
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✔ Agreement completed.

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