



853 South High Street  
 Columbus, OH 43206  
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Client# \_\_\_\_\_

## W-2 Envelope/Form Program

<b>Bill to:</b> _____ Contact: _____ Address: _____ Phone: _____ Email: _____	<b>Ship to (If different):</b> _____ Contact: _____ Address: _____ Phone: _____ Email: _____	<b>For Internal Use Only:</b>  Contract#:  <input type="checkbox"/> New contract <input type="checkbox"/> Renewal <input type="checkbox"/> Revision to existing contract
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## Order Form

Order your Envelopes or Pressure Sealed Forms AND let us save you money on your Tax Forms, call for pricing!!

Type	Style/Code	Cost/piece	Quantity	Total
Envelope	Example: DW4S	FREE		FREE
11" Pressure Seal Form (Non-window)		\$0.015		
14" Pressure Seal Form (Non-window)		\$0.02		
Insert (8 _ x 3 _)	N/A	PaydayPERX to Pay \$0.03		
Other/Unique Form		TBD \$ _____		
<b>NEW!</b> W-2 Forms		TBD \$ _____		

## SHIPPING CHART

\*Shipping costs are determined based on weight AND distance. Cost may vary based on gas prices at time of delivery.

\*\*If you have a preferred shipper and would like to use them instead, list your account number below.

Avg. Number of W-2's	Avg. Shipping Cost*
0-5,000	\$20 - \$80
5,000-15,000	\$70 - \$160
15,000-30,000	\$110 - \$190
30,000-60,000	\$150 - \$300
60,000-100,000	\$260 - \$600
100,000-150,000	\$300 - \$700
150,000-200,000	\$500 - \$1500

**50% OFF Shipping  
Until July 1st!!  
Order Now!**

Special Instructions: \_\_\_\_\_

\*\*Preferred Shipping Information: \_\_\_\_\_  
*Signing below means you agree to the terms and conditions listed on this order form and in the attached Agreement for Services*

\_\_\_\_\_  
 Authorized Buyer (signature)                      Date                      Authorized Buyer (print)                      Date

\_\_\_\_\_  
 PaydayPERX Representative                      Date

## Agreement for Services

This Agreement is between PaydayPERX, hereinafter referred to as "Seller", and Company, hereinafter referred to as "Buyer", whose name is shown on page one of this order form. Seller agrees to provide envelopes, forms, or inserts, hereinafter referred to as "Product", to the Buyer pursuant to the style ordered on page one of this agreement. Seller and Buyer agree to the following:

- 1) **Seller Duties.** Seller will provide Buyer with the type of Product specified on the order form before January 1<sup>st</sup>, 2010. Seller will provide Buyer with the quantity of Product specified on order form. Seller will coordinate the shipment of Product to the address specified on the attached order form. Seller will call Buyer in November to confirmed quantity listed; at this time changes to the order can be made without penalty. Seller will issue billing for Buyers portion of Product (where applicable) and shipping, in the month of February.
- 2) **Buyer Duties.** Buyer will allow Seller to place an advertisement for a discount on Tax Preparation Fees on the W-2 Product Seller is providing. Buyer will order, to the best of their ability, no more than the quantity needed plus twenty percent. Buyer will pay for the shipment of their Product to the location specified on the order form attached, unless otherwise noted\*. If the Product needs to be sent to an off-site fulfillment facility, please list that address along with a contact name on the top center portion of the order form attached. If Buyer does not list a separate shipping address, the Product will be sent to Buyers office and will have to be re-shipped at the Buyers expense.
- 3) **Buyer Changes.** Order form is to be filled out based on estimated quantities needed. If quantity changes Buyer must fill out and re-send order form with correct quantity, OR submit the changes, in writing to [sarahb@paydayperx.com](mailto:sarahb@paydayperx.com). There is no penalty if changes to the order form are submitted before November 15<sup>th</sup>, however after November 15th additional charges may be assessed by the printer and will be passed to the Buyer.

#### 4) Term and Termination

- 4.1 This Agreement is valid for the 2009-2010 tax season.
  - 4.2 The Agreement will be considered void if:
    - 4.2.1 If the other Party materially breaches any material provision of this Agreement; or
    - 4.2.2 If the other Party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment; or
    - 4.2.3 Effective immediately and without notice if the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days).
  - 4.3 Buyer may terminate this agreement, with no penalty, until November 15<sup>th</sup>, 2009. After this date cancellation charges will apply.
- 5) **Authorization.** Seller will obtain all necessary authorizations, consents and releases for material furnished to Buyer for image showing on ordered Product.
  - 6) **Resolution of Disputes/Arbitration:** The parties agree to attempt to settle any and all disputes arising out of this Agreement through consultation and negotiation in good faith and in the spirit of mutual cooperation. Accordingly, if the parties have a dispute, the parties shall meet to try to resolve the dispute within fourteen (14) days after one party delivers a written request for a meeting to the other party. Provided the parties do not resolve the dispute, the parties agree to hire a mediator as a second attempt of good faith negotiations. If after such mediation, the parties have not succeeded in negotiating a resolution of the dispute within sixty days, then either party may commence arbitration as provided herein by delivering a written demand for arbitration to the other party.
  - 7) **Indemnification / Limitation of Liability:** Neither party shall be liable to the other party, its agency, or any third party, under or in relation to these terms for any consequential, incidental, special or indirect damages of any kind or nature, under any theory of law or equity, and whether or not the party has been of the possibility of such damages.
  - 8) **Other Provisions.** This order form shall be binding upon, insure to the benefit of, and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assignees. This order form may be assigned by Seller without consent of Buyer to any person or entity, Buyer may not assign this order form without the prior written consent of the Seller. Buyer and any agent signing on behalf of the Buyer shall be jointly and severally liable for all obligation of Buyer under this order form. In the event any one or more of the provisions of this insertion order or any other application thereof shall be invalid, illegal or unenforceable in any

respect, the validity, legality and enforceability of the remaining provisions of this order or any application thereof shall not be in any way affected or impaired thereby. This order form shall be governed by the laws of the state of Ohio. It is understood that the artwork of the Seller is the property of the Seller and may not be used for any other promotions without written consent of Seller.

THIS ORDER FORM SHALL NOT BE AMENDED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY ALL PARTIES HERETO. This order form constituted the entire agreement of the parties hereto and supersedes all prior understanding or agreements, oral or written, among all or any of such parties, except for any other presently existing written Insertion order between Seller and Buyer in other locations or for image distributions of any media not covered by this order form. As evidence of their agreement to the foregoing terms, the parties have executed the order form on the first page.

**PLEASE NOTE:**

\* Discount on shipping is valid through July 1<sup>st</sup> and is based on the date that the signed order form is received. PaydayPERX is not responsible for any portion of shipping bill after the July 1<sup>st</sup> deadline. Pricing listed on the order form are estimates based on the 2008-2009 W-2 shipping costs and will vary. Buyer is required to pay amount billed in full, even if shipping costs exceed the price shown on the order form for the quantity ordered. Cost of shipping is based on the weight and distance of the order. Pricing will vary depending on ship to location, quantity ordered, and gas prices at time of delivery. More specific shipping quotes are available upon request.