

ELITE SOFTWARE, INC. PAYROLL CHECKS (NEW) ORDER FORM AND AGREEMENT (Rev. 03/08)

FOLLOW THESE STEPS: 1.) Complete all information on all pages, 2.) Initial page 2 and 3 of this agreement, 3.) Sign the agreement, 4.) Attach a clear, legible copy of the check that contains the correct bank account number to third page below, and, 5.) Fax ALL pages of this form to (352) 335-4884. If you are unable to fax this form, please mail it to Elite Software, 3324 W. University Avenue, #130, Gainesville, FL 32607.

TERMS AND CONDITIONS TO PURCHASE PAYROLL CHECKS

THIS AGREEMENT is to induce Elite Software, Inc., hereinafter referred to as ELITE, to provide and sell printed payroll checks for the purpose and use with the **Elite Salon & Spa Payroll™** software program to the undersigned and the undersigned licensee of **Elite Salon & Spa Management™**, hereinafter referred to as PURCHASER, acknowledges and agrees to the following provisions:

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| <ol style="list-style-type: none"> 1. NO REFUNDS. All sales are final and non-refundable. 2. APPROVAL BY ELITE. ELITE reserves the right to refuse any order if information provided by PURCHASER to be printed on the checks is illegible or if PURCHASER fails to provide a copy of a check containing the correct bank account number. 3. RUSH SERVICE FEES. ELITE will make all efforts to fulfill PURCHASER's check order within twenty-eight (28) days following receipt and approval by ELITE of PURCHASER's order. In the event PURCHASER desires the order be fulfilled sooner than twenty-eight (28) days, PURCHASER may pay a rush fee of twenty-five dollars (\$25) when sending the order to ELITE. 4. PAYMENT POLICY. This order will not be processed if a credit card payment is not approved, or a check or direct debit is returned from PURCHASER's bank account for any reason. 5. THIRD PARTY VENDOR. ELITE may contract with a third party vendor for the purpose of printing checks for PURCHASER. 6. PRODUCT INSPECTION. PURCHASER shall inspect all items immediately upon delivery to ensure checks are correctly printed. 7. IMPROPERLY PRINTED CHECKS. PURCHASER shall notify ELITE of any errors in the checks ordered by PURCHASER within thirty (30) days following PURCHASER's receipt of the checks. ELITE reserves the right to determine whether printing errors are attributable to ELITE or PURCHASER. If the printing error was attributable to ELITE or ELITE's third party vendor, ELITE will reprint the checks at no cost to PURCHASER. If the printing error was attributable to PURCHASER, PURCHASER shall bear all costs for reprinting the checks and shall complete a new check order form | <ol style="list-style-type: none"> to initiate reprinting of the checks. 8. INDEMNIFICATION OF ELITE. PURCHASER indemnifies and holds harmless ELITE from any and all losses which may occur i) during shipping of items to or from ELITE, and ii) due to misprinted or incorrect information printed on checks ordered by PURCHASER pursuant to this Agreement. 9. VENUE. Exclusive venue for any action stemming from this Agreement shall lie in state court in Alachua County, Florida. In the event of legal action and its subsequent appeals between ELITE and PURCHASER, PURCHASER agrees that ELITE shall be entitled to recover its reasonable legal fees incurred in said legal action and its subsequent appeals, should ELITE prevail in said legal action. All delinquent sums due hereunder shall accrue interest at the rate of 1.5% per month. 10. ASSIGNMENT. This Agreement may be assigned by ELITE in which event ELITE shall be released from all duties and liabilities hereunder. PURCHASER shall not assign this Agreement to any other person or entity. 11. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Florida applied to contracts entered into in the state of Florida to be performed in the state of Florida by Florida residents. 12. MODIFICATION. This Agreement may only be modified in writing signed by both parties. 13. If PURCHASER is a corporation, limited liability company (LLC), limited partnership, or general partnership, then the person executing this Agreement is authorized to bind PURCHASER to the terms hereof. |
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THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ ALL PAGES. THIS AGREEMENT IS THE OBLIGATION OF THE PURCHASER NAMED BELOW. BY SIGNING BELOW, PURCHASER AGREES TO THE TERMS AND CONDITIONS HEREOF, AS SET FORTH HEREIN.

 PURCHASER's* Printed Name (* If Purchaser is a corporation or an entity other than an individual, then the name of that corporation or entity must be printed as Purchaser.)

PURCHASER is a(n): Corporation Limited Partnership
 Individual/Sole Proprietorship Limited Liability Company (LLC) General Partnership

 Signature of PURCHASER or PURCHASER's Agent

 PURCHASER's Address City State Zip Code

 Printed Name of Person Signing

 Phone

 Fax

 Title of Person Signing

 Date

 E-mail

Initial Here _____

METHOD OF PAMENT (select one)

[] CREDIT CARD PAYMENT

My credit card is a: VISA MasterCard Discover American Express

Please bill my credit card in the amount of \$149.00, which includes the setup fee of \$20.00, plus shipping and handling, plus any applicable sales tax for 500 payroll checks.

Please bill my credit card in the amount of \$199.00, which includes the setup fee of \$20.00, plus shipping and handling, plus any applicable sales tax for 1000 payroll checks.

IF APPLICABLE:

For an additional \$25, which Elite is authorized to bill to my credit card, please provide "rush services" for my check order.

For an additional \$20, which Elite is authorized to bill to my credit card, please include the logo that I have provided via e-mail in .JPG or .TIFF file format on my check order.

I have read and agree to the above terms and conditions regarding the order and purchase of printed payroll checks. I hereby authorize Elite Software to charge my credit card as indicated above. **I agree all sales are final and non-refundable.**

Credit Card Account Number

Exp. Date

Name as it appears on the card

Signature of Cardholder

Date

Authorized by (Print Licensee's Name)

Signature of Software Licensee

[] CHECK PRE-PAYMENT

Included with this order and agreement is my check payable to Elite Software in the amount of \$149.00, which includes the setup fee of \$20.00, plus shipping and handling, plus any applicable sales tax for 500 payroll checks.

Included with this order and agreement is my check payable to Elite Software in the amount of \$199.00, which includes the setup fee of \$20.00, plus shipping and handling, plus any applicable sales tax for 1000 payroll checks.

IF APPLICABLE:

For an additional \$25, which is included with this order, please provide "rush services" for my check order.

For an additional \$20, which is included with this order, please include the logo that I have provided via e-mail in .JPG or .TIFF file format on my check order.

I have read and agree to the above terms and conditions regarding the purchase of payroll checks. I understand that upon receipt of this order form and my check, ELITE will immediately deposit my check, but not ship any of the requested items for ten (10) business days to allow the check enough time to clear the bank. After such clearance, I understand ELITE will ship the requested items to the above written address.

Signature of Checking Account Holder

Date

[] DIRECT DEBIT

Please debit my bank account in the amount of \$149.00, which includes the setup fee of \$20.00, plus shipping and handling, plus any applicable sales tax for 500 payroll checks.

Please debit my bank account in the amount of \$199.00, which includes the setup fee of \$20.00, plus shipping and handling, plus any applicable sales tax for 1000 payroll checks.

IF APPLICABLE:

Please debit my bank account for an additional \$25, and provide "rush services" for my check order.

Please debit my bank account for an additional \$20, and include the logo that I have provided via e-mail in .JPG or .TIFF file format on my check order.

I have read and agree to the above terms and conditions regarding the purchase of payroll checks. As a licensee of the Software Program and having previously signed the *Elite Software, Inc. Automated Payment System (APS) Agreement*, I hereby authorize ELITE to debit my bank account in the amounts indicated above. **I understand all debits made to my bank account are final and nonrefundable. I also understand ELITE may suspend or terminate my ability to use the Elite Property if any direct debit payments return unpaid from my bank.**

Signature of Account Holder

Date

Initial Here _____



PAYROLL CHECKS ORDER FORM

INFORMATON TO APPEAR IN LEFT-HAND CORNER OF CHECK:

NAME OF BANK: _____

BANK ABA (ROUTING) NO. _____

BANK ACCOUNT NO. _____

CHECK COLOR: [] Red [] Green [] Blue

QUANTITY: [] 1000 Checks [] 500 Checks

STARTING CHECK NO. _____

SPECIAL LOGO: [] Yes [] No

SHIP PAYROLL CHECKS TO THE FOLLOWING ADDRESS:

ADDITIONAL INSTRUCTIONS OR COMMENTS:

Name

Address

City State Zip Code

Attach voided check here