

**BC Business Services Inc**  
**Global Business & Professional Services Since 1994**

Idaho USA Mail Forwarding Services Agreement  
Effective Date September 25 2020

**Preface**

**Who we deal with**

- Businesses - USA Businesses - Including Territories
- Expats - Running businesses online
- Non-USA Businesses that need a Business mailing address in the USA

**Who we do not deal with**

We do not provide mail forwarding for personal accounts. We only provide services for registered business entities; and for those that need an address to do business from to list on state or government documentation and otherwise. We can however provide tax, and financial services for anyone.

**Expats**

**Who need Tax Services and Running a Business from Overseas**

Are you living abroad running a business online or considering it? We service expats living overseas, running online businesses or working remotely for companies. And what's more we do taxes as well. Living overseas doesn't absolve one from US Tax Obligations, and US Citizens are taxed on "Worldwide Income."

That means even though the country you live in may not tax you on interest or otherwise; it is still countable as "Worldwide Income" and counted as interest income on a US Tax Return. Any income you earn, in the world, on stock, bonds, real estate, etc., is considered Worldwide Income. And all income received by a US taxpayer; regardless of where it was received must be disclosed.

Not limited to interest, dividends, wages, profits and otherwise. And knowing these matters helps to keep you in compliance with very complex US rules and regulations. Do not let others tell you any different about income. The rules are very clear about such matters where it relates to Worldwide Income for US Residents and Businesses.

It should be noted, as many expats may be aware, certain rules may exclude income for those whom primarily live overseas; but again the rules are complex and must be followed for US Taxpayers. And then you need to deal with source based income.

You will only be able to claim such exemptions by filing returns. And all US Taxpayers must keep up with their tax obligations. Living overseas does not absolve you as noted, from requirements of filing US Tax Returns if you are a US Citizen and have taxable income.

This in and of itself is complicated and rules are very difficult to understand.

The above may or not apply to a person's situation (such as those with only Social Security Income) so this information should not be seen as legal or financial advice. Each person's situation differs and no two people are going to be the same. They may be similar your situation may include differing circumstances.

With the above in mind; you get an all-in-one service provided by a Professional Services Firm. We'll let you take care of the business and we assist you to take care of your financial obligations. And if you do not run a business, we can also assist with other matters noted.

Running a business as expats, you can also receive your mail, checks and other payments, and we'll scan it for you in formats that you can make electronic deposits. Or we can make deposits for you. We'll give you what you need to do that. Of course we only service Business Clients.

If you are an expat that does not run a business but needs mail forwarding or check depositing services etc. many companies may help you; but currently we do not recommend any. If you need tax and financial relates services however, of course we can help with that. And even Apostille related services.

### **US and Non-US Based Companies**

This service is great for companies in other countries that need a mailing address in the United States to conduct business from.

Many companies may provide this services but you get the professional experience of a full-service accounting and professional services firm that can do many other things you

may need done; including keeping up with tax compliance obligations and banking.

We are a Professional Services firm with Global Business, in many areas; and we stand behind our services.

### **Access to legal and financial professionals worldwide**

We have access to and utilize other professional firms as well; including in the legal and financial areas. Our primary business motto is "If we can't do it or get it done, it can't be done." That means one thing to you for this service. You've come to the right place this time.

### **Filing Documents on Clients Behalf**

We may file documents for clients that may need correspondence and documents that need to be filed, Including court and otherwise legal. At the clients request, we can do so. There will be additional charges for doing so. This includes travel or other such and necessary expenses at the rate of the expense +25% markup for doing so. We also charge an hourly rate for time, of \$75.00 per hour billed in 1/4 hour increments. There is a minimum Charge of 1 Hour plus expenses for doing so.

### **Term of Duties**

Unless the Client has chosen other terms, the Company agrees to carry on its duties for no less than the time noted by agreement at the costs outlined. This period may be extended later under current or new terms. We currently offer terms of 1 year, 2 years and 3 years which may be extended prior to the the conclusion of the agreement.

### **Termination of Agreements**

The Company will duly inform the Client before it steps down as the Client's authorized Mail Forwarding Services provider, or for other services that it is providing.

In cases where there is an issue to collect on a past due billing for Mail Fording which may represent out of pocket costs of the Company, the client will be informed of the date of potential termination. If such termination is the result of not having paid for past due amounts on an account, the Company may seek necessary collections.

In terminating an Agreement, Company agrees to do so within accordance to the laws of the State of Idaho, or other prevailing laws governing similar agreements.

If the Agreement has expired and come to its end, and no payment has been made to extend the agreement, termination is automatic. In such case, the Company will not be required to notify that it is terminating services as of the ending date, as prior contact and renewal billings would have served this purpose. At the time of the termination; unless the client has made other arrangements with the Company in writing, all mail held for a client, may be disposed of.

If at the time of termination, there are checks or other valuables, including but not limited to cash and otherwise, being held for a Client, or parcels and goods being held, unless the client makes other arrangements in writing with the Company, for such matters; these items will be turned over to the States Unclaimed Property Division after the termination.

### **Taxes – Government or other Fees, not limited to Filing Fees**

Unless the Company has noted otherwise in writing, the Client is responsible for all associated fees on their account including government, filing and other necessary charges.

In the case of all fees, the Company may require an advance payment of such fees and other necessary charges, before matters are completed.

### **Payments of Services and Billing Due Dates Including Retainers and Otherwise Advance Postage Depositing**

1. All payments are due payable by credit card or otherwise noted to a client.
2. All billings are due no later than 30 Days before after invoicing for incidentals for Mail Forwarding Services (Postage, Scanning etc.). Failure to make payment for any billing by the due date may create a cessation of your services for Mail Forwarding Services. In such cases, if the Agreement is terminated for failure to pay a billing, there will be no refunds.
3. We try to send all yearly Mail Forwarding Services Agreement bills for clients to your last known email in most cases, at least 2 months in advance of termination date for Mail Forwarding Services Agreements. Once you fail to either 1. pay for your term to be renewed; at the current rate or 2., notified us that you do not wish to continue the services; then you are responsible for changing

address. Unless the client has made arrangement with the Company in writing, we will send all mail back as undeliverable at time of termination.

4. We may enforce collections as we see fit when it comes to collecting on bills and may use any and all available resources to do so. In doing so you will be responsible for any fees relating to that collection including attorney or court fees that may be involved in collecting on a debt.

5. If your billing deals with mail forwarding and you have failed to make the required payments for postage and otherwise expenses that we bill to you within 30 days including the date of the invoice, as we have noted, the service may be terminated immediately, and all mail received sent back as undeliverable.

A. You will still be responsible for the payment of the invoice in question and the payment of that service.

B. We may cancel any agreements with you if you have outstanding bills more than 30 days past due which directly or indirectly impact the Mail Forwarding Services agreement.

C. Failing to pay for a postage billing to forward mail to you affects a Mail Services Agreement which may be canceled in the process. In lieu of cancellation, we may cancel future services for you without prepayment of estimates costs. We may also require you provide us with a Retainer to bill against.

D. If the matter relates to canceling service you will not receive any refunds for the service already paid for as you have failed to abide by the terms of this agreement.

E. You will not receive a refund for any months left in the agreement that has been terminated for failure to make the required payment.

F. All Postage and other incidentals may represent “money out of pocket” to the Company, so please do not delay payments.

6. In order to avoid cancellation or interruption of service, make sure you make the payments for them on time.

7. If a client decides to cancel a Mail Forwarding Services Agreement, before the ending date of the Agreement, there will be no refunds for any time remaining on

the Agreement except as noted under No. 8 below.

8. If a client has prepaid postage or shipping with us which we consider a retainer based payment, or they have deposited with us any type of retainer based payment, we will refund the payment to them in the form of a check made payable to them at our earliest convenience upon cancellation or termination of the Agreement.

### **Maintenance of an Office**

The Company at no cost to the Client, will maintain an accessible office. Currently the office is located at 1310 South Vista Avenue Suite 27 Boise Idaho USA 83705.

### **How the Mail Forwarding Services works**

We receive mail addressed to the Company; scan the outside of the documents and then let you decide what you want done with it. If you receive parcels or junk mail, we will provide an outline of the matters received and let you decide what to do with it.

### **Account Limitations**

Each account can have no more than 1 business listed on it. If you want to receive mail for two or more businesses; you must apply for separate accounts.

### **Associated Terms – Business**

We consider a business to be the following: DBA, Sole Proprietorship, S Corp, C Corp, Non Profit, Single Member LLC, Multiple Member LLC, PC, PLLC, Partnership, Trust, Estate, Real Estate Investment Trust (REIT), Individual IRA, Business IRA, S.A., and others types of entities of a foreign or domestic nature legally registered with a State or Government, or Country based agency, or ones that need to be registered.

### **Mail Limitations per Account**

All accounts may receive 200 mail pieces per account per month (not including junk and advertisements unless the customer has requested they want them).

### **Fees for mail that exceed 200 Pieces**

Once the 200 piece limit is reached our fees will apply and due within 30 days of

billing. Keep in mind this will be in addition to fees noted below. Fees are \$39.50 per hour per day with a minimum 1 hour billing per day to scan the front of the mail and write a brief outline to the recipients of what was received. We will also note junk and other mail or parcels that are received. See below for more details.

**The following outlines the process and fees**

When we send you a scan of the outside of mail to your registered email address, we will let you know what junk or other advertisement or parcels that we received and you decide what you want to do with it. If you want it scanned, each received document, will will count as 1 piece.

1. We scan the outside of the letter to you and if a parcel etc., we let you know the sender. As well as writing a brief outline of other mail received.
2. After scanning and the outline has been emailed to you; you decide what to do with it.
3. We will accept certified mail or other parcels that require signature confirmation etc., unless the client has requested otherwise in writing.
4. As the primary signer on the account, the Primary Signer agrees to accept all mail addressed on the accounts behalf.
5. Primary Signers are responsible for all scans and mail received on your account as well as any costs associated with it.
6. If want mail forwarded, you are responsible for the charges in doing so.
7. Account holders agree to these provisions when they sign up for the service.
8. Once service is ordered, we will send you a complete copy of this agreement to your email.
9. Due to confidentiality reasons, we send all mail by a secure email service. Using Proton Mail or other means which uses end-to-end encryption.
10. All accounts are limited to a total 200 pieces of mail per month (not

including junk and advertisements unless the customer has requested they want them).

11. After the 200 piece limit has been reached; it is \$39.50 per hour per day with a minimum 1 hour billing per day to scan the front of the mail and write a brief outline of what was received. It should be noted that most accounts do not receive more than 50 pieces of mail per month. This may not be the same for high volume businesses if they are receiving checks, payments and otherwise. Even so in most cases, most businesses receive less than 100 pieces. Mail intensive businesses like Real Estate may of course receive more but generally it is below 200 pieces per month.

12. Once the 200 piece limit is reached our fees will apply and due within 30 days of billing.

13. As noted by this Agreement, cancellation may occur for billings that are past due by more than 30 days. See, 21.7

14. Once the above happens and we have scanned the outside and provided a list of the other things that may have come, parties on the account will have various options:

15. Companies can choose to keep mail received and have it forwarded to them unopened , this applies to letters only. We will need to open parcels when sending them for security reasons. And also when sending them overseas. For customs reasons. We don't care about the contents but we must fill comply with mailing and any customs related forms to send them and there may be limitations. Please ensure persons on the account, can buy items and have them shipped as we are not responsible for lost or confiscated or items that cannot be delivered. When we open parcels we may video the opening for security reasons.

16. Mail Receivers tell us to dispose of it. In such case, we will shred it.

17. Tell us to return to sender RTS. In such case we end it back as undeliverable.

18. Tell us to scan the contents of the letters.



18.1 We will scan for free the contents of 20 letters per month per agreement – after that it is \$1.00 per page; or \$39.50 per hour with a 1-hour minimum whichever is cheaper. This is good for large documents. We will bill you once per month for this service. All invoices are due within 30 days.

19. Arrange a time to pick it up. There is no charge to pick it up from our offices.

20. You tell us to forward it; such as the case may be for parcels and otherwise. Such as resending them to a foreign destination. If account recipients tell us to do so, we will quote a price for shipping and necessary customs duties vat and handling fees to do so. We will send the bill to the primary account holder which is due payable before we forward it. This is a good reason to have a retainer on account for postage. We suggest most have at least \$50.00.

20.1 Account holders can choose to have mail forwarded everyday, every week, every month, or whenever it is convenient for them.

20.1.1 Account Holders may provide us with prepaid labels or an account for use with Fed Ex, DHL, UPS, or others. We will charge a \$10.00 service fee to prepare and mail it in cases using prepaid labels provided.

21. We also can deposit checks and payments as well and do this for other clients including large clients who make in excess of 20 billion dollars per year. Of course there must be a bank branch of the same within Boise Idaho USA. Most banks are located in the area. Chase, Wells Fargo and others. Otherwise they will need to be mailed to the banks once received. See also, 21.3-21.5

21.1 We may require additional identification documents if we are going to be dealing with depositing of checks and payments.

21.2 We may complete other related services when requested. Including Apostille related services.

21.3 Check, Money Order, or other payment document receipt will include the following Fees: Scanning the Documents to the Client after we receive it. \$39.50. If deposit is required; we will physically deposit it to the bank or otherwise of their choice located within Boise Idaho. \$52.50. If the bank or otherwise is not

within the area; we may also mail it to the bank. In doing so, we charge Priority Mail Express Fees at cost plus \$10.00 for handling.

21.4 To save on the process (See, 21.3;) we always scan the payment document front (Check, Money Order, etc.) and back as 2 separate Photo Files to be bank acceptable documents, so that you can use it to make an electronic deposit. In such case , making an electronic deposit will be cheaper as you would only pay the one time, \$39.50 receipt scanning fee . See, 21.3.

21.5 In scanning we will crop and do whatever other adjustments that are necessary to ensure the document is readable and decipherable for the bank when making your deposit. We have education in publishing and graphic design so we are fully capable of ensuring this is the going be the case.

21.6 If we feel there is going to be a problem with the deposit, or the payment source, for fraud or other reasons, etc., we will inform a client and let them decide what they want done. We have experience as well having worked in Banking and spotting such issues. And we may refuse to deposit items that are considered “suspicious” as well as instituting other security matters.

21.7 We may cancel an agreement with a client any time a billing is past due. If the agreement is canceled for such reasons, there shall be no refunds.

### **Address for use with all Mail Forwarding Service Agreements**

To avoid issues relating to the United States Postal Service, or other delivery services, and to ensure that all mail is delivered, the Client is advised to use the following:

#### **Your Company name**

1310 South Vista Avenue Suite 27-00  
Boise Idaho USA 83705.

We are not responsible for misdirected or non-deliverable mail under any condition. We also suggest that you change your address with the United States Post Office or others to ensure proper delivery of your mail.

You may also use this address on any fliers, brochures, business cards and

otherwise.

### **Changes in Address or Contact Information**

Both parties, agree to keep each other informed at all times of any change in address, telephone, and otherwise contact information, including email address and otherwise; as soon as practical after the change. In all cases, we will post changes to our company via our website.

### **Agreement to Arbitration**

1. Where there are no other ways to settle disputes under this Agreement, both parties agree to settle all disputes through arbitration under the laws that govern such agreements and as noted by our firms general Billing Policies within the City of Boise, County of Ada, State of Idaho.
2. The parties agree that in all cases of disagreement, that they take it upon themselves to try to resolve it equitably and professionally before resorting to arbitration or other legal means. This includes first contacting the offending party and speaking about possible solutions first.
3. In cases where a client has used the Company address without payment of a service for Mail Forwarding Services, we may pursue such matters in a court of law, and are not subject to abiding by Arbitration to settle such legal matter as in such case, we do not have a binding agreement in place for Mail Forwarding Services with the offender.
5. Outright violations of the law are not within the bounds of Arbitrated matters and parties may proceed as counsel recommends. Equally a Mail Forwarding Services Agreement must be in place for such arbitrated matters to be effective.

### **Subject Law**

This Agreement will be subject to the laws for the State of Idaho and all disputes or Arbitration will be handled within the County of Ada, City of Boise, State of Idaho.

### **Using our Mailing Address Is Allowed Once Payment or Agreement is Accepted**

Once Client has agreed to accept this Agreement, or the Client has made payment for the services which it pertains to, or has agreed to make payment, or when they have ordered the service to which it applies; the Client may begin using the address as noted previously. Failure to make payment, once services are accepted and an order has been placed; which takes into acceptance of this agreement; will result in cancellation and subject necessary collections or arbitration and/or legal matters.

### **Miscellaneous Provisions**

1. Returned payments are subject to \$50.00 per incident to cover processing.
2. All accounts past due more than 30 days; will be subject to a monthly re-billing charge of \$50.00 to cover time. This is not considered a finance charge but a time charge to account for the Company's time in having to deal with collecting.
3. Once paid, unless otherwise noted; fees are non-refundable.
4. Failure to file any documents, to which the Company must undertake, to correct any mistakes or to change address, etc., will be charged at the current rate for doing so, which stands at \$75.00 per hour billed in 1/4 hour increments which may also include necessary travel time within accordance to our Billing Policy. There will be a minimum Charge of 1 Hour Billed plus costs and expenses +25% markup on the incidental expenses, for matters that require it.
5. Clients are responsible for all filing and government related fees and costs; as well as packaging, postage, mailing fees, courier fees, COD fees and otherwise.
6. The Company will not accept any COD parcels or otherwise, unless the Client has prepaid for them with the Company in advance or has a retainer on file. There will be a convenience fee of \$10.00 applied on top of any COD related fees to handle such matters.

### **Subject Terms of Agreement**

Unless this agreement notes otherwise, all matters and billings will be subjected to those terms outlined in the Company's Billing Policy.

### **Conflict of Wording**

The wording in this agreement will take precedence and be relied on to settle disagreements where it comes to this Agreement.

## Severability

1. This Agreement is severable in all its parts.
2. If any part or section of this agreement is deemed to be in error of governing law, the parties agree that the Company will have the ability to amend the erred parts and sections of this Agreement to the point that it complies with that law; or to remove sections or parts entirely.
3. Should any section of this Agreement be deemed invalid, by a court of competent jurisdiction, the remaining sections of the Agreement will still be in binding force as if the invalid portion, or removed portion, had never existed to begin with.
4. If any portion or section of this Agreement, is changed or amended, as noted under item 2, that section of this Agreement will be seen as always having been in existence as part of this Agreement.
5. For reasons noted above, this agreement is considered fully severable.

## Damages Limited

1. Client and Company both agree that damages are subject only to the amount(s) that a Client has actually paid for Services under this agreement; at the time of any dispute; prorated to the day of dispute settlement.

## Hold Harmless

1. Client agrees to hold the Company harmless for any acts or omissions not purposely entered into or caused by the Company, including errors or omissions, Acts of God and Nature and otherwise forces beyond its control by outside parties (third parties and otherwise) or forces and matters not previously foreseen in drafting this Agreement.

-- End --

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