

New Agreement or  Change Request or  Yearly Renewal Encoura ID# (if known) \_\_\_\_\_

Organization's Name: \_\_\_\_\_

Organization's Tax ID#: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

**Check to indicate your preferred contact:**

Phone: \_\_\_\_\_  Alternate Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SPONSOR INFORMATION**

Sponsor's Name: \_\_\_\_\_ ID# \_\_\_\_\_

Team Leader's Name: \_\_\_\_\_ ID# \_\_\_\_\_

**AGREEMENT**

**The organization is applying to become an Encoura Affiliate Agent, sending a change request or yearly renewal.** Only authorized entities may become an Encoura Affiliate Agent.

**The organization understands that when it become an Affiliate Agent** it will be authorized to promote the Encoura products but not purchase at the wholesale prices. It also understands that it will only be authorized to establish Customers and not other Encoura Agents.

**The organization understands that** needs to establish a monthly Personal PV totaling at least 20 PV to qualify for bonuses in the Encoura Compensation Plan.

**CANCELLATION:** The organization understands that it has the right to cancel its Encoura Affiliate Agent Agreement at any time.

**100% SATISFACTION GUARANTEE:** Encoura offers Customers a 30-day money-back guarantee. If, for any reason, a Customer is dissatisfied with any Encoura brand product, he or she may return that product to the Company within 30 days from the date of purchase for a replacement, exchange or full refund of the purchase price (less shipping and handling). This refund provision is limited to \$300 per year for Affiliate Agents. Returns in excess of \$300 per year will constitute the Encoura Affiliate Agent's request to voluntarily cancel its Affiliate Agent Agreement. Non Encoura brand products have their own manufacturer's guarantee.

**Signature (Required)** By signing in the space provided below, the signer is applying to become an Encoura Affiliate Agent. The individual is of legal age and authorized by the organization to establish the agreement. The individual has carefully read and agrees to all the Terms and Conditions printed on page 1 and page 2 of this Agreement and the published Policies and Procedures of Encoura. An Encoura Affiliate Agent has the right to cancel the Agreement with Encoura at any time, regardless of reason. Cancellation must be submitted in writing to Encoura at its principal place of business in Fall River, Wisconsin. Additional Terms and Conditions of the Agreement are contained on page 2 hereof and in the published Policies and Procedures. (This agreement is not valid unless signed.)

Applicant's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant's Signature: \_\_\_\_\_ Date \_\_\_\_\_

The Applicant, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the reverse side of this form for an explanation of this right.

## Terms & Conditions

1. As used throughout these terms and conditions, the term "Agreement" shall collectively refer to the Encoura Affiliate Agent Agreement, the Encoura Policies and Procedures, and the Encoura Marketing and Compensation Plan. These documents, in their current form and as amended by Encoura at its sole discretion, are incorporated by reference into these terms and conditions, and constitute the entire contract between Encoura and Affiliate Agents. No other representation, promise, or agreement, shall be binding on the parties unless in writing and signed by an authorized officer of Encoura.

2. The organization understands that it will remain a Affiliate Agent until the agreement is cancelled or fails to be renewed.

3. The signer is authorized by the organization and is of legal age in the state of organization's business function. The organization agrees that as an Encoura Affiliate Agent it is an independent contractor, and not an employee, partner, legal representative, or franchisee of Encoura. The organization understands that it shall not be treated as an employee of Encoura for Federal or State tax purposes. Encoura is not responsible for withholding, and shall not withhold or deduct from its bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required.

4. The organization agrees to present the Encoura's products fairly and completely. It shall never represent that the purchase of any goods or services are required to participate at any level of the Encoura program. Encoura reserves the right, in its sole discretion, to decline to accept any Agreement. Upon Encoura's acceptance of this Agreement, the Affiliate Agent shall have the right to purchase products and services at the wholesale prices and to participate in the Affiliate Compensation Plan (40% of sponsored Advantage Customers purchase CV). The Agent agrees to sell or use at least 70% of any wholesale products ordered prior to reordering products.

5. The organization understands that Encoura does not guarantee or warrant that Affiliate Agents earn an income. The organization understands that its income is dependent on the sales of Encoura goods and services to customers or end-users and not other Encoura Agents.

6. All Affiliate Agents of Encoura are not employees of Encoura. Each Affiliate Agent who earns a commission or any other type of income as a result of being an Encoura Affiliate Agent, is totally and personally responsible to report and pay for ANY and ALL types of Federal, State and Local income taxes, corporate, commission taxes, sales taxes, fees, dues, penalties or any other type of liability or monies that are due to ANY and ALL Federal, State, Local or any other type of Government or private agency. Encoura is not, cannot and will not be responsible for any and all monies due to any and all Government or private agency that any Encoura Affiliate Agent may have personally incurred.

7. If the organization wishes to retail products, it understands that it must submit a Sales Tax Exemption or Reseller's Certificate to Encoura, and that it shall be solely responsible for collecting and remitting the appropriate sales tax to the tax authorities in the jurisdictions in which it retails products. If the organization does not have a Sales Tax Exemption or Reseller's Certificate, it may, nevertheless, develop non-Agent Customers by enrolling them in Encoura's Direct Customer Program, but it may not inventory and resell products to them.

**FOR WISCONSIN RESIDENTS ONLY:** Encoura collects sales tax on the Affiliate Agent / Advantage Customer price of all taxable items sold. Therefore, all items purchased without a Sales Tax Exemption or Reseller's Certificate on file with Encoura shall be used for personal use.

8. Encoura, its directors, officers, shareholders, employees and assigns (collectively referred as "associates"), shall not be liable for, and the organization releases Encoura and its associates from, and waive all claims for, consequential and exemplary damages arising from or relating to Encoura's performance of its duties and obligations under the Agreement. The organization further agrees to hold harmless and indemnify Encoura and its associates from any claims and/or liability arising from or relating to the promotion or operation of my Encoura Affiliate activities and any activities related to it.

9. The organization may not assign any rights or delegate my duties under this Agreement without the prior written consent of Encoura. Any attempt to transfer or assign this Agreement without the express written consent of Encoura renders this Agreement cancelable at the option of Encoura and may result in disciplinary action.

10. The organization understands that the Agreement may be amended at the sole discretion of Encoura, and agrees that all such amendments will apply to the organization. Amendments shall become effective upon publication in official Encoura literature. The continuation of the Encoura Affiliate activities or acceptance of bonuses or commissions shall constitute the acceptance of any and all amendments.

11. This Agreement will remain in effect for one year or until the organization does not continue to renew its agreement at the beginning of each year. Either party to this Agreement may elect not to renew it upon its term end.

12. Encoura reserves the right to take disciplinary action as specified in the Policies and Procedures against any Encoura Agent who violates the Agreement, or who engages in any conduct that, in Encoura's sole discretion, damages Encoura's reputation, or which is a violation of any law, regulation, or ordinance.

13. Affiliate Agents may cancel this agreement at any time, and for any reason, by giving written notice to the Company at its principal business address.

14. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

15. If Affiliate Agent Agreement is cancelled or terminated at any time for any reason, the organization understands that it will permanently lose all rights as an Encoura Affiliate Agent, including but not limited to rights to bonuses and commissions.

16. The organization will not contact or solicit a supplier or manufacturer of Encoura's products, and acknowledges that this will result in automatic termination.

17. Encoura Affiliate Agents may return products, literature and sales aids in reusable and resalable condition at any time within thirty days of purchase and receive 100% refund on literature and sales aids returns and 90% refund upon product returns. All refunds are offset by the amount of commissions and rebates paid upon returned items. Shipping costs of returned items shall be borne by Agent. Payment will be made within (60) days of actual receipt of returned items. Deposits are refundable upon written request within (60) days of termination of Agent. Request for refund may cancel this agreement at the option of Encoura. Encoura will honor refund policies provided by any state or federal law applicable to Affiliate Agents.

To cancel the Agreement, complete this section of the form and send it to Encoura.

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**COMPLETE THIS SECTION ONLY WHEN YOU WANT TO CANCEL THIS AGREEMENT - NOTICE OF RIGHT TO CANCEL**

DATE OF TRANSACTION: \_\_\_\_\_ ENCOURA ID#: \_\_\_\_\_

The organization may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If the organization cancels, any property traded in, any payments made by the organization under the contract or sale, and any negotiable instrument executed by the organization will be returned within TEN BUSINESS DAYS following receipt by the seller of the organization's cancellation notice, and any security interest arising out of the transaction will be canceled. If the organization cancels, it must make available to the seller at its residence, in substantially as good condition as when received, any goods delivered to the organization under this contract or sale, or it may, if it wishes, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If the organization does make the goods available to the seller and the seller does not pick them up within 20 days of the date of the Notice of Cancellation, the organization may retain or dispose of the goods without any further obligation. If the organization fails to make the goods available to the seller, or if the organization agrees to return the goods to the seller and fail to do so, then the organization remains liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to Encoura, 111 Deer Run Drive, Fall River, WI 53932. NOT LATER THAN MIDNIGHT of the third business day following the date set forth above. I HEREBY CANCEL THIS TRANSACTION.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail Application To:  
Encoura  
111 Deer Run  
Fall River, WI 53932  
Phone: 608-438-9841