

Candle-Of-The-Month Club Agreement

Scent-Sations, Inc

Rear 59 Parrish St
 Wilkes-Barre, PA 18702
 Voice: (570)270-9010
 Fax: (570)270-9012
 Order Line: (866)207-2368

Member Information

Name (your name or company)		Social Security Number or Federal EIN Number	
Person to Contact (if using a company name)	Phone Number	Email Address	
Mailing Address	City	State	Zip
Shipping Address (if different)	City	State	Zip

Sponsor Laurie Delk - BMD Enterprises	Phone Number 931-380-8811	ID Number 743
Placement	Phone Number	ID Number

Payment Method

Credit or Debit Card: Type: Visa M/C Discover American Express

Card Number: _____ - _____ - _____ - _____ Exp: _____ - _____

Name on Card: _____ Card Holder Signature: _____

Send me a sample case of (12) 16oz Jars plus 2 Bella Bars Send me this month's Candle of the Month selection.

Program Description

Candle of the Month Club. I agree to purchase (1) 16 oz candle, (12) 2.5 oz votives and (1) Bella Bar that will be shipped to me on or about the 5th day of each month. This qualifies me to participate in, and receive commissions on, the commission pay plan. I understand that if I choose to stop the monthly purchase I will also be dropped from membership in the Scent-Sations program. Payment will be by automatic charge to my credit card or debited from my check account.

Agreement

- As a Candle-Of-The-Month Club member, I can quit at any time by submitting a signed, written request to Scent-Sations, Inc.
- As a Candle-Of-The-Month Club member, I also am registered as a Distributor and can activate my Scent-Sations Distributorship with my submission of an order for cases of jars, votives and/or Bella Bars. I will be an active Distributor so long as I am a Candle-Of-The-Month Club member.
- I hereby acknowledge that I have read the entire agreement on the reverse side of this Representative Application and agree to keep and perform faithfully all terms and covenants therein and will abide by all provisions of the Policies and Procedures of Scent-Sations, Inc.
- I shall become an Independent Distributor upon acceptance of this application by Scent-Sations, Inc. As a Distributor, I shall have the right to purchase and sell products offered by Scent-Sations, Inc. in accordance with and subject to all provisions of this Independent Distributor Agreement.
- Scent-Sations, Inc. has the right to amend this agreement and the terms and conditions at any time.

See Back for Additional Terms & Conditions

Signature _____

Date _____

TERMS & CONDITIONS

1. I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for determining my own business activities and not an agent, employee or legal representative of Scent-Sations, Inc., hereinafter referred to as "Company". I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state, or regulatory or taxing agency. I am responsible to pay all sales and use taxes.
2. This position does not constitute the sale of a franchise or a distributorship and no fees, or purchase, have been or will be required of me.
3. I agree that as a Distributor, I shall place primary emphasis upon the selling of company products and services to ultimate consumers. In presenting the Company, product and the Distributors positions to prospects, I agree to include the following in the presentation:
 - a. In each presentation of the Distributor position, the prospect shall be directly informed that no payment or purchase other than the Candle of the Month Auto Ship Program is required to become a Company Distributor.
 - b. The prospect shall receive a complete product presentation prior to any discussion whatsoever concerning the Distributor position.
5. I agree that I will sell or distribute at least 70% of my wholesale product orders to non-distributor consumers prior to my reordering product. Any automatic product purchase authorization that I have or may provide Company, will be canceled by me if I am unable to comply with this provision. Retail sales records shall be maintained and subject to review upon Company request.
6. In order to maintain a viable Marketing Program and to comply with changes in federal, state and local laws or economic conditions Company may provide Policies and Procedures for the Distributor from time to time, as well as modify the Distributor Compensation Program. Such Policies and Procedures and Compensation Plan modifications, and all changes thereto shall upon notice to Distributor become a binding part of this agreement.
7. I understand that no attorney or any other regulatory authority ever reviews, endorses or approves any product, compensation program or company, and I will make no such claims to others.
8. I understand that my Distributor position can be inherited or bequeathed, but cannot be transferred or assigned during my lifetime that without consent of the Company which consent will not be reasonably withheld.
9. Company shall deem this agreement in effect upon its receipt and acceptance, at the home office in Wilkes-Barre, Pennsylvania.
10. I will not promote my Distributor business or use Company name, or the trade names, logos, copyrighted material, trademarks or service marks of Company, except in materials provided by the Company or approved in writing by Company prior to their use by me. I understand that unauthorized use or duplication of trademarks or copyrighted materials is a violation of federal law.
11. Payment terms on Distributor purchases: cash, check, money order, or credit card. No credit term purchases or C.O.D.'s available. Commissions are payable to Distributors according to the Compensation Plan which is incorporated herein by reference.
12. I will not make false or misleading statements about Company, Distributor or products/services.
13. Distributors in the same household or business shall have the same sponsor. Change of original sponsor is not permitted. Distributor and customer lists are owned by Company and may never be used for any commercial purpose without prior written consent of Company. During the term of this agreement and for ninety (90) days thereafter. Distributors will not solicit Company representatives or customers to other network marketing organizations, except as to personally sponsored Distributor/customers.
14. This agreement is governed under laws of the state of Pennsylvania. The parties agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Wilkes-Barre, Pennsylvania. Louisiana Distributors arbitrate at New Orleans, Louisiana.
15. Distributors may return literature and products in resalable condition at any time within thirty (30) days of purchase less a 10% restocking fee. Shipping costs of returned items shall be borne by Distributor. Payment will be made within thirty (30) days of actual receipt of returned items. Deposits refundable upon written request within sixty (60) days of termination of Distributorship. Request for refund may cancel this agreement at the option of the Company. The Company will honor refund policies provided by any state or federal law applicable to Distributor. (New Mexico - One Year; Georgia - No Time Limitation; Massachusetts - No Time Limitation on Cycle Qualifying Wholesale Purchases.)
16. I will not contact or solicit a supplier of Company products, and acknowledge that this will result in automatic termination.
17. I will register at all fairs, boutiques, craft shows, and commercial shows as "Scent-Sations / (my name or company name)". If another distributor has already signed up for that show I will withdraw. If any Scent-Sations product(s) are added to my regular business booth that is registered under another name, I will add Scent-Sations to my registration, and ask the promoter if any other vendor will have Scent-Sations products in their booth. If so, I will not display any Scent-Sations products in my booth. Failure to comply with this policy will lead to termination of my membership.