

Associate Distributor Agreement

Scent-Sations, Inc
 1 George Ave.
 Wilkes-Barre, PA 18705
 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 Cheryl Pope	Phone Number (217) 898-9220	ID Number #18881
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Payment Method

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

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

Name on Card: _____ Card Holder Signature: _____

Yes, I would like to purchase a sample case for \$156.00 +s/h ((12) 16oz. Jar candles of our most popular fragrances)

***Note: Credit card information is suggested even if not purchasing the sample case. This is so we have it on file for future orders.**

Program Description

Associate Distributor. The Associate Distributor program allows anyone to purchase candles and other products at the associate distributor wholesale price for resale purposes. There is no obligation to purchase products on a monthly basis. The associate distributor wholesale price is approximately 30% more than the normal wholesale price, which is offered to Candle of the Month Club Members.

Agreement

1. As an Associate Distributor, I can quit at any time by submitting a signed, written request to Scent-Sations, Inc.
2. As an Associate Distributor, I acknowledge that I may switch to the Candle of the Month Program only once within a year.
3. As an Associate Distributor, I acknowledge that I am eligible to receive commissions on any distributor, Associate or COTM, whom I personally sponsor on my first level of 5% of their commissionable volume as long as I have an active volume for said month of \$39.95 C.V.
4. 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.
5. 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.
6. 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 taxes.
2. This position does not constitute the sale of a franchise or a distributorship and no fees have been or will be required of me.
3. By submitting any information such as an e-mail address or mailing address, I agree to be on Company's mailing list, unless I notify Company otherwise.
4. 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:
 1. In each presentation of the Distributor position, the prospect shall be directly informed that no payment or purchase is required to become a Company Distributor.
 2. The prospect shall receive a complete 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 which 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 it's 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 without consent of the Company whose 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, photography, copyrighted material, trade marks or service marks of Company, except in materials provided by 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, debit, or credit card. No credit 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 product/services.
13. Change of original sponsor is not permitted without written permission from 6 upline distributors (if applicable). A distributor who resigns his/her position may enroll under a different sponsor after 6 months (or earlier with permission from Company). 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 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 15% restocking fee. Any package that is refused by a distributor will incur a 30% 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 Company. Defective product(s) may be returned for 100% refund with shipping costs be borne by Company. All product returns must have a Return Authorization Number (received by calling corporate prior to shipping defective product(s)). Company will NOT refund or replace any product that is returned for any other reason other than a defective product. (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. Any changes to corporate data on file must be requested in writing via written correspondence, fax or email. Examples of this are credit card on file changes, auto ship date, address changes, new expiration dates, state sales tax id number, etc. Any cancellations, downgrades, or holds MUST be received by the last day of the month BEFORE the next set of auto ships run and they must be received by 12:00 PM EASTERN time to be in effect before the candle of the month autoship runs the following business day. This applies to autoships that run on the first AS WELL AS the 10th of the month. Any changes such as address, credit cards, contact info etc must reach us by the 15th of the month to be in effect by the next month's autoship run.
18. Your Candle of the Month contract obligates you, the distributor, to maintain a valid credit card number on file for your Candle of the Month autoship each month. This contract also obligates Scent-Sations, Inc. to make every effort to fulfill your Candle of the Month autoship order. If your credit card declines for any reason, we will continue to attempt to charge your credit card on file. It is your responsibility to remain active in the program in order to retain your downline, and receive your commission check. If your Candle of the Month autoship order can not be fulfilled in 2 months out of 12 (1 calendar year), you will be automatically inactivated. Associate members must follow these same guidelines to retain any personal sponsored distributors.

Get the latest terms & conditions and other policies online:
<http://www.scent-team.com>