

# Envision This Independent Sales Representative Application/Agreement

Control Date: 1-27-2017

I am applying to become an Independent Sales Representative with Envision This. Upon Envision This' receipt of this signed form, I understand that my application will be reviewed by Envision This. If approved, I will then be issued an Independent Sales Representative number (SID #), starter kit of marketing materials (50 business cards), access to ISR website, and will be authorized to market Envision This' products and services to consumers. I will receive commissions based on the products or services I sell. In conducting my Envision This Business, I agree to adhere to the Terms and Conditions that accompany this application, as well as those of Envision This.'s Compensation Plan, and its policies and procedures; the terms of which, by this reference, are fully incorporated in this Application and Agreement. By signing below, I am applying to become an Envision This Independent Sales Representative. . I certify that all information supplied is accurate and true. I understand all signatures herein must be affixed personally. I MAY CANCEL THIS AGREEMENT AT ANY TIME BY GIVING WRITTEN NOTICE TO ENVISION THIS

## Terms and Conditions

1. I verify that I am of legal age in the state in which I enter this Agreement. Upon acceptance of this application by Envision This and issuance of an Envision This Independent Sales Representative Number (SID #) to me, I understand that I am authorized to be an Independent Sales Representative of Envision This and that this application becomes a binding legal agreement.
2. As an Independent Sales Representative, I understand that I am not an independent contractor, and not an agent, employee, or franchisee of Envision This. I understand and agree that I will not be treated as an employee for federal or state tax purposes, nor for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, the Social Security Act, State Unemployment Acts, State Employment Security Acts, or State Workers Compensation Acts. I understand and agree to pay all applicable federal and state self-employment taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement. Except where otherwise dictated by local law, Envision This will charge and collect any applicable sales tax on all ISR orders, at the full recommended retail price per unit, and will remit it to the taxing jurisdiction. This policy is intended to minimize administrative effort required of the ISR Participant while assuring full tax compliance.

3. I understand that as an Independent Sales Representative, I cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, Envision This.
4. I understand that, as an Independent Sales Representative, I will not, for any reason, act as spokesperson for Envision This and its products, in any manner, to any media or publication, without prior, written authorization. I will not create, print, publish, or distribute any literature or materials representing Envision This or its products other than those from, or approved in writing by, Envision This.
5. I understand that, as an Independent Sales Representative, I have the following rights: (a) to sell the products/services offered by Envision This in agreement with Envision This Independent Sales Agreement.
6. I understand that income and commissions are based on sales to customers. All sales are based on retail prices established by Envision This. I understand that the products I personally purchase cannot be sold to customers for a profit.
7. I understand that commissions will not be paid until the transaction with Independent Sales Representatives' customer is completed. Transaction status will be updated in the ISR website
8. I understand that Envision This will provide all products, contracts, billing support, hosting services including technical support as directly to the ISR client.
9. I understand that Envision This is responsible for maintaining and enforcing contracts, as well as acquiring the appropriate signatures directly from the ISR client.
10. I understand that Envision This is responsible for invoicing the ISR client directly.
11. I understand that Envision This will provide comprehensive training, turnkey website, and motivation to Independent Sales Representatives; Study the product literature and promote retail sales; Represent Envision This products in an honest manner; Honor Envision This Customer Guarantees; Be professional, courteous, and considerate; Do Not misrepresent Envision This. Become familiar with, and abide by, Envision This. Statement of Policies and other materials as prescribed by Envision This. Build solid relationships with your customers. Periodically call, email, or text them.
12. I understand that Envision This may at its discretion, amend its Compensation Plan and Statement of Policies and/or terms of the Independent Sales Representative Agreement. Notification of such changes shall be published in newsletters, broadcast by Email, written or published material circulated or made

available to all Independent Sales Representatives. I agree to abide by all such amendments. The continuation of my Business, and/or my acceptance of commissions, and awards, or other payments from Envision This, constitutes my acceptance of any and all amendments.

13. I understand that Envision This is responsible for resolving any dispute of a customer sales transaction prior to issuance of commissions and/or bonuses from Envision This.

14 I understand that I will make no claims or warranties of any kind, including, but not limited to, any claims for earnings or benefits concerning Envision This.'s products, other than those included in Envision This.'s written literature. I will not make product claims, which are not stated, in official Company literature, and I am not permitted to create my own literature, sales aids, or training materials, without written consent from Envision This.

15. I understand that as an Envision This authorized Independent Sales Representative, I will have access to the Envision This official website to track customer transactions, view sales history, obtain marketing materials, payment history, and order status. I understand Envision This will provide me with a unique username and password to access this secure site. I agree not to develop and/or maintain any other website that uses the registered company name, duplicates company information or allows any Envision This products to be sold or marketed without the consent of Envision This.

16. I understand that Envision This will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, or other acts outside of the control of Envision This.

17. I understand that my acceptance of this Agreement does not constitute the sale of a franchise or a security, no exclusive territories can be granted to anyone, and that no franchise fees have been paid, nor can I acquire any interest in a security by the acceptance of this Agreement.

18. My Representative status cannot be sold, assigned, or transferred without prior, written approval from Envision This.

19. I have carefully reviewed Envision This Compensation Plan and Statement of Policies, and acknowledge that they are incorporated as a part of this Agreement in their present form and as modified from time to time by Envision This. My violation of any of the terms of this Agreement or Envision This. Statement of Policies may result, at Envision This' discretion, in forfeiture of commission and bonus checks, or other payments from Envision This.; loss of all or part of my marketing organization; or cancellation of this Agreement.

20. This Agreement constitutes the entire agreement between the parties, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. If any provision herein is held to be invalid, all other provisions shall remain valid and enforceable.

21. The term of this Agreement is one year. This Agreement can be renewed annually on each anniversary date of the acceptance of this Agreement, unless otherwise canceled or extended by Envision This. There is no cost for your annual renewal.

22. This Agreement shall be governed by the laws of the State of Tennessee, and any claims or disputes between parties to this Agreement shall be subject to binding arbitration under the Commercial Rules of the American Arbitration Association, with arbitration to be held in Memphis, Tennessee.

23. I am entitled to cancel this Agreement at any time and for any reason with written notice to Envision This. I agree to destroy or return any marketing material or written literature upon canceling this agreement. I understand that if I cancel this agreement, Envision This will not resign my Independent Sales Representative number for the next 2 years.

24. Envision This will be responsible for the collection and remittance of all applicable Tennessee sales and use taxes on the suggested retail price of the products and services.

25. I understand that Envision This will pay my commissions based on the payment schedule according to the commission plan.

26. I understand that Envision This has only designated Website Layout Plans for Independent Sales Representative to market. Commission will not be paid on products or services not selected by Envision This.

27. Envision This will offer bonus and other incentive soon. Still being determined at this time.

# Envision This Independent Sales Representative

BY ENDORING BELOW, YOU SIGNIFY THAT I UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Contact Name: \_\_\_\_\_

SSN#: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Contact Number: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_