

# Distributor Program Agreement

## Scent-Sations, Inc

1 George Ave.  
 Wilkes-Barre, PA 18705  
 Phone: (570)270-9010  
 Fax: (888)832-7005  
 Order Line: (866)207-2368

### Member Information

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

### Payment Information

#### Payment Method

Credit or Debit Card Type:  Visa  Mastercard  Discover  American Express

Credit Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Exp. Date: \_\_\_\_\_ - \_\_\_\_\_      Card Security Code(CVV): \_\_\_\_\_

Name on Card: \_\_\_\_\_

Card Holder Signature: \_\_\_\_\_

Please choose your initial qualifying purchase package from the following choices:

- Add \$20 in Points to My Account Upon Signup (Points Can Be Used to Purchase What You Like) \$24.95 \*
- Send me my Starter Pack for \$49.95 \* + s/h
- Send me my Show Pack for \$134.95 \* + s/h
- Send me my Sample Pack for \$199.95 \* + s/h
- Send me my Fast Start Pack for \$499.95 \* + s/h
- Send me my Dermal Renu 60-Day Pack for \$183.95 \* + s/h

Your desired Web Site Name: http://www.\_\_\_\_\_.scent-team.com (based on availability)

Example: enter miabella for www.miabella.scent-team.com.

Web site name can be a maximum of 16 alphanumeric characters (a-z and 0-9) and contain no spaces.

\* All options include a \$9.95 registration fee.

## Recurring Program Options

I agree to purchase (Choose One):

\_\_\_ (1) 16oz Candle, (6) 2.5oz Votives, (1) Package Mia Melts and (1) Bella Bar (Billed on the 1<sup>st</sup> of each Month) - \$39.95

\_\_\_ (2) 16oz Candles and (1) Bella Bar (Billed on the 5<sup>th</sup> of each Month) - \$39.95

\_\_\_ (1) 16oz Candle, (6) 2.5oz Votives, (1) Package Mia Melts and (1) Bella Bar (Billed on the 10<sup>th</sup> of each Month) - \$39.95

\_\_\_ (4) 16 ounce Jar Candles, (1) Foaming Hand Wash, (1) Simmer Pot w/out bulb, (1) Melter Plug-In, (2) Bella Bar soaps, (2) Mia Melt packages (Billed on the 3<sup>rd</sup> of each month) - \$100.00

\_\_\_ Dermal Renu 60 day system - (2) CleanSTART, (1) DayShield, (1) NightRESTORE, (1) SmoothREVEAL (Billed on the 2<sup>nd</sup> of each month) - \$87.00 (Ships bi-monthly or when 2nd payment approves)

\_\_\_ Dermal Renu 60 day system - (2) CleanSTART, (1) DayShield, (1) NightRESTORE, (1) SmoothREVEAL (Billed on the 9<sup>th</sup> of each month) - \$87.00 (Ships bi-monthly or when 2nd payment approves)

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 checking account.

## Agreement

**1. As a Distributor, I can downgrade, upgrade or terminate my distributorship at any time by submitting a written, signed request to Scent-Sations, Inc**

**2. I hereby acknowledge that I have read and agree to the Terms and Conditions and Company Policies and agree to perform faithfully all terms and covenants therein and will abide by these aforementioned documents at all times**

**3. I shall become an Independent Distributor upon acceptance of this Distributor Application by *Scent-Sations, Inc.* As a distributor, I 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**

**4. I have read all terms and conditions and policies included on the website and this form and will abide to them at all times.**

**5. Scent-Sations, Inc. has the right to amend this agreement, Terms and Conditions, and Policies at any time.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Terms & Conditions

## Terms and 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:
  - a. 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.
  - b. The prospect shall receive a complete presentation prior to any discussion whatsoever concerning the Distributor position.
5. I agree that I will sell, use 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 selected 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 country, 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 international law.
11. Payment terms on Distributor purchases (Autoship members and Associate members) are cash, debit, or credit card (prepaid or credit) with the exception of the Autoship Program which only accepts credit or prepaid cards (debit cards are also accepted as long as they are backed by Visa or Mastercard. ) No credit purchases or C.O.D.s or personal checks are accepted.

Distributor understands that Scent-Sations Inc is allowing the use of debit cards as a courtesy and acknowledges that Scent-Sations Inc does not assume responsibility for any overdrafts or for any other additional charges incurred by any independent contractor. Commissions are payable to Distributors according to the compensation plan which is incorporated herein.
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, holds, address or credit card changes MUST be received by the last business 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.
18. Your contract obligates you, the distributor, to maintain a valid credit card number on file for your autoship each month in order to remain active and eligible to receive commissions. This contract also obligates Scent-Sations, Inc. to make every effort to fulfill your autoship order until we receive (in writing) your request to cancel. If your credit card declines for any reason, we will continue to attempt to charge your credit card on file each month. It is your responsibility to remain active in the program each month in order to retain your downline and receive your commission check. If your autoship order can not be fulfilled in 2 months out of 12 (1 calendar year), your downline will roll up to the next active distributor. Associate members who are not active 2 out of 12 months will have their downline rolled up to the next active distributor.
19. ADDRESS CORRECTIONS FEE: Any address corrections made "after" an order has been processed will incur a \$15 service fee. This is because Scent-Sations is billed this fee from the carrier for the address change.