

VITAMIST® TEAM MEMBER AGREEMENT

2401 South 24th St., Phoenix, AZ 85034

www.wespray.com

PHONE: 800.582.5273

ORDER FAX: 888.527.3329

Product info: www.VitaMist.com

OFFICE USE ONLY

Ord No. _____

Date _____

Ent By _____

1. APPLICANT INFORMATION - Please Print Clearly

Social security number *
Or federal tax id# _____
*optional (required to receive commissions)

Name (Last, First, MI) _____ Date Of Birth (mm/dd/yyyy) _____

Spouse/Co Applicant (Last, First, MI) _____ Date Of Birth (mm/dd/yyyy) _____

Billing Address (No P.O. Boxes) _____

City _____ State _____ Zip _____

Shipping address (if different from billing) _____

City _____ State _____ Zip _____

() _____ () _____ () _____
Daytime Phone Number Evening Phone Number Fax

‡ Email Address _____

‡ I Understand that VITAMIST will not share my email address, and that I will receive product updates, specials and newsletters via email.

2. SPONSOR INFORMATION - Please Print Clearly

L5594 _____ Kapela. Ted & Kathryn _____

Sponsor ID if known _____ Sponsor Name (Last, First, MI) or Company Name _____

() 800-504-5594 _____ () 631-331-1912 _____
Daytime Phone Number Extension Evening Phone Number

3. INITIAL ORDER SELECTION - Please Print Clearly

To be eligible for Commissions, please purchase at least 3 personal use Products during the calendar month. In order to continue to qualify for Commissions you must receive a Monthly Auto Ship (MAS) order (minimum 3 Spray Products) which will be automatically renewed each month. Changes may be made at any time by calling 1-800-582-5273.

VitaMist® QUICK START Products (Only valid with MAS Order)

CORE 4 SPRAY PRODUCTS \$47.88
(4 Spray Products for the price of 3)

- 1 Multiple
- 1 Colloidal Minerals
- 1 C+Zinc
- 1 B12

VitaMist® QUICK START Products (Only valid with MAS Order)

FAMILY PACK \$159.60
(12 Spray Products for the price of 10)

- 2 Multiple
- 2 Colloidal Minerals
- 2 C+Zinc
- 2 B12
- 2 Children's Multiple
- 2 Vitamin D

VitaMist® QUICK START Products (Only valid with MAS Order)

VALUE PACK - TOP SELLING 12 SPRAY PRODUCTS \$479.00
(Our best value, 44 Spray Products for the price of 30)

- | | |
|----------------------|-----------------|
| 5 Multiple | 3 ReVitalizer |
| 5 Colloidal Minerals | 3 Osteo-CalMag |
| 5 C+Zinc | 3 Echinacea + G |
| 5 B12 | 3 Vitamin D |
| 3 ArthriFLEX | 3 Folacin |
| 3 D-Stress | 3 Sleep |

NUTRITIONAL POWDER/DRINK MIXES

QTY Super Cal-Pro™ ¥	Other
_____ Lemonade Flavor \$44.80 **	(Make your own selection from our extensive catalog)
_____ Orange Flavor \$44.80 **	QTY _____
QTY CardioMax	_____
_____ CardioMax \$44.80 **	_____
QTY eSbelty	_____
_____ eSbelty \$44.80**	_____
QTY Pureté	_____
_____ Pureté \$79.97**	_____

Spray Products listed are \$15.96 Wholesale.

There is up to 131% Profit for Team Members on the sale of the product at suggested retail.

Three (3) products or more on a Monthly-Auto-Ship (MAS) subscription qualify for free S/H. All other orders will have shipping and handling charges applied.

Did you ask your sponsor about the product of the month?

** Extra shipping costs will apply for non MAS orders.

See www.VitaMist.com for details on all our products

All products are a one (1) month supply.

Each Month your MAS order will be placed on, or about, the same day of the month as your first order.

4. PERSONAL USE PRODUCTS METHOD OF PAYMENT - Please Print Clearly

Name On Card _____

Exp. Date _____

MM / YYYY

Credit Card Number _____

FASTCHEX (Include a blank, signed, voided check with this form)

CHECK Check# _____

CREDIT CARD

By checking this box I agree to receive a monthly shipment of my selected products and I understand that I may call 1-800-582-5273 to change or cancel my next monthly order at any time.

Signature _____

Date _____



TERMS AND CONDITIONS

In accordance with the terms and conditions contained in this Agreement (hereinafter "Agreement"), I hereby submit my registration to become a Team Member (Representative), (hereinafter referred to as "Member"), with VITAMIST, Ltd., (hereinafter referred to as "Company"), and hereby state and agree as follows:

30 DAY MONEY BACK GUARANTEE

- I am of legal age, in the state in which I reside, to enter into this Agreement. This Agreement becomes effective on the date an executed copy is received by the Company.
- Upon receipt of this Agreement I understand I will become a Member of the Company and will be eligible to participate in the selling and distribution of the Company's goods and services and receive commissions in connection with such sales in accordance with the Company's Policies and Procedures, and Incentive Plans.
- I understand that as a Member I am an independent contractor; not an agent, employee or franchise of the Company. I further understand and agree that I will not be treated as an employee with respect to such services, for federal or state tax purposes. Nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, and Federal Insurance Contributions Act, the Social Security Act, and State Unemployment Act or State Employment Security Act. I understand and agree to pay all applicable federal and state income taxes, self employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement. In addition, I hereby warrant to the Company that I am in compliance with all applicable rules, regulations, ordinances, and laws of my home municipality, County, and State in connection with my activities as a Member.
- I agree that as an independent contractor, I will be solely responsible for all statements made regarding the Company's Incentive Plans or products which are not expressly contained in writing in the Company's policies, product description or Incentive Plans.
- I understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses, relating to the sale (or other output) derived from in-person sales, solicitations or orders from ultimate consumers, primarily in the home or otherwise, rather than in a permanent retail establishment.
- I understand that I am not required to make any purchase in order to become a Member. I understand I am not required to maintain an inventory of any kind in order to become a Member.
- I hereby agree to represent the Company's Incentive Plans fairly and completely, emphasizing that retail sales are a requirement, that no purchase of goods or services is required at any level, that no recruitment fee can be derived from the mere act of sponsoring other Members, and that no earnings are guaranteed from participation in the Incentive Plan. I agree that I will not make any representations about the actual, potential or expected earnings of any Member of the Company.
- I understand that as a Member, I am not guaranteed any income, nor am I assured any profit or success. I understand the Incentive Plans and that I can only make commissions upon the sale of the Company's goods and services. I will be free to set my own hours, and determine my own location and methods of selling, within the guidelines and requirements of this Agreement.
- I further certify that neither the Company nor my sponsor/introducer have made any claims of guaranteed earnings or representations of the anticipated earnings that might result from my efforts as a Member. I understand that my success as a Member comes from retail sales, service, and the development of a marketing organization. I understand and agree that I will make no statements, disclosures, or representations in selling the Company's goods and services or in the sponsoring of other prospective Members other than those contained in approved Company literature.
- I hereby agree not to re-package or re-label the Company's goods or services nor to sell said goods or services under any other name or label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, promoting or describing the Company's goods or services, Incentive Plan, or other programs, any written, recorded, or other materials which have not been approved or provided by the Company.
- In the event I sponsor other Members I agree to perform a bonafide supervisory function in connection with the sale of the Company's goods and services to the ultimate consumer. I also agree to train any Members I may sponsor and/or introduce and I agree to have continuing communication and supervision with my sales organization.
- I understand and agree that the Company, in order to maintain a viable marketing system, may make modifications in the Policies and Procedures, Incentive Plans, Company literature and product prices. I further agree to be bound by such changes upon notification through official Company literature or publications including official websites.
- I understand that the acceptance of this Registration Agreement does not constitute the sale of a franchise or a distributorship, and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.
- I understand and agree that because of the personal nature of this Agreement it may not be transferred or otherwise assigned without the prior written consent of the Company.
- This Agreement, its interpretation, construction, and enforcement, shall be governed by the laws of the State of Arizona. Any controversy, dispute, or claim relating to this agreement between the parties shall be resolved by binding arbitration in Phoenix, Arizona, in accordance with the rules of the American Arbitration Association, and any judgement of the Arbitrator shall be entitled to enforcement by any court having jurisdiction over the parties.
- I understand and agree that this Agreement, including the Company's Policies and Procedures, and Incentive Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have read this Agreement including the Policies and Procedures, and Incentive Plan and I acknowledge receiving a copy of all documents referred to and agree to abide by and be bound by the terms contained therein.
- By signing this Agreement and participating in the Company's Incentive Plans, I understand that I have an obligation to receive a minimum of 3 separate monthly recurring shipments. However, as a Participant in this Incentive Plan I have the right to cancel at any time, regardless of reason. I understand that cancellations must be submitted in writing to the Company at its principle place of business.

I HEREBY AUTHORIZE AND GIVE FULL CONSENT TO THE COMPANY TO COPYRIGHT, PUBLISH ALL PHOTOS AND/OR VIDEOS AND/OR MOTION PICTURES AND/OR VOICE RECORDINGS TAKEN BY THEM OR THEIR AGENTS IN WHICH I MAY APPEAR AS A MEMBER AT COMPANY FUNCTIONS WITHOUT LIMIT OR RESERVATION AND WAIVE THE RECEIPT OF ANY FEE OR ROYALTY UNLESS AGREED UPON IN WRITING.

I hereby acknowledge that I have read a copy of Company Policies & Procedures online at www.wespray.com, and that I have read and understood the Terms and Conditions on the second page of this agreement and agree to abide by the Policies and Procedures of the Company.

I am signing up to be a Team Member

Applicant's Signature _____

Co-Applicant's Signature (If Applicable) _____

Date _____

() _____

Phone Number

Please print your name clearly