



Tickled Pink Airbrush LLC
 5042 Wasco Ct NE Salem, Or. 97305

Independent Consultant Application and Agreement

Applicant Information	Sponsor Information
Name:	Name:
Social Security or Federal Tax ID Number: Not Applicable	ID Number
Co-Applicant's Name:	Address:
Co-Applicant's Social Security or Federal Tax ID No: Not Applicable	City, State, and Zip Code:
Address:	Phone: Fax:
City, State, and Zip Code:	E-mail:
Phone: Fax:	Sponsor's Signature
E-mail:	I agree to fulfill the obligations as the Sponsor of the applicant as described in Tickled Pink Policies and Procedures. I have provided the most current version of the Policies and Procedures and the Tickled Pink Career Plan to the Applicant prior to his/her signing the Agreement.

Assumed Names, Corporations, Partnerships, or Trusts -- If your business will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity Application and submit it with this Application and Agreement.

Consultant Kit	Automatic Annual Renewal (Optional)
Each Applicant must purchase a Tickled Pink Consultant Kit (optional in North Dakota). The Kit contains necessary tools and documents to help you get your Tickled Pink business launched.	The term of the Consultant Agreement is one year and may be renewed for successive one year terms on each anniversary date of the Agreement. If the Agreement is not renewed on each anniversary date, it will be cancelled and you will lose all rights as a Tickled Pink Consultant. So that you do not inadvertently forget to renew and lose these benefits, Tickled Pink Airbrush offers an optional automatic renewal program. Your Consultant Agreement will automatically be renewed on each anniversary date and the renewal fee of \$12 will be charged to your credit card. You will be notified at least 30 days before your credit card is charged.
Starter Kit (Paper) \$ 29.00	<input type="checkbox"/> YES , please automatically renew my Consultant Agreement on each anniversary date of my enrollment, and charge my renewal fee to my credit card.
Consultant Basic Kit \$ 149.00	<input type="checkbox"/> NO , I do not wish to participate in the automatic renewal program. I understand that it is my responsibility to renew my Agreement on or before each anniversary date.
Shipping & Handling \$ Free	
Local Sales Tax \$ _____	
Total Due \$ _____	

Payment Information (Participation in the Automatic Annual Renewal Program requires payment by credit card, this information will be entered into our secure credit card processor for automated renewal and the below hard copy information will be destroyed. Security is very important to us and we will not keep visible Credit Card information on file)

Personal Check or Money Order Enclosed (make payable to Tickled Pink Airbrush LLC)

MasterCard Visa American Express Card No. _____ Expiration Date (MM/YYYY) _____

Name on Card _____ Authorized Signature _____ Date _____

By signing above, I authorize Tickled Pink to charge my credit card for all orders and payments indicated on this Application and Agreement.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five days for Alaska residents). See the reverse side of this form for an explanation of this right.

I have carefully read the terms and conditions on the back of this Application and Agreement, the Tickled Pink Policies and Procedures, and the Tickled Pink Career Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Tickled Pink independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.

Applicant's Signature _____ Date _____ Co-Applicant's Signature _____ Date _____

Mail the completed signed original Application and Agreement to: Tickled Pink Airbrush, Consultant Application Dept., 5042 Wasco CT NE Salem, Or. 97305

* By entering my Social Security (or Federal Tax Identification Number, if applicable) on this Consultant Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a Tickled Pink Consultant, or a partner, shareholder, or principal of any entity having a Tickled Pink business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Consultant Application and Agreement may result in action by Tickled Pink, up to and including termination of this Agreement.

Terms and Conditions

- I understand that as a Tickled Pink Consultant:
 - I have the right to offer for sale Tickled Pink products and services in accordance with these Terms and Conditions.
 - I have the right to enroll persons in Tickled Pink.
 - If qualified, I have the right to purchase at a discount and resale for a profit (wholesale) pursuant to the Tickled Pink Career Plan.
- I agree to present the Tickled Pink Career Plan and Tickled Pink products and services as set forth in official Tickled Pink literature.
- I agree that as a Tickled Pink Consultant I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Tickled Pink. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to taxes, travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF TICKLED PINK AIRBRUSH LLC FOR FEDERAL OR STATE TAX PURPOSES.** Tickled Pink is not responsible for withholding, and shall not withhold or deduct, if any, FICA, or taxes of any kind.
- I have carefully read and agree to comply with the Tickled Pink Policies and Procedures and the Tickled Pink Career Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Tickled Pink. I understand that these Terms and Conditions, the Tickled Pink Policies and Procedures, or the Tickled Pink Career Plan may be amended at the sole discretion of Tickled Pink, and I agree to abide by all such amendments. Notification of amendments shall be posted on the Tickled Pink website. Amendments shall become effective 30 days after publication. The continuation of my Tickled Pink business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- The term of this Agreement is one year. If I fail to annually renew my Tickled Pink business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Consultant. I shall not be eligible to sell Tickled Pink products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** Tickled Pink reserves the right to terminate all Consultant Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Consultant may cancel this Agreement at any time, and for any reason, upon written notice to Tickled Pink at its principal business address. Tickled Pink may cancel this Agreement for any reason upon 30 days advance written notice to Consultant.
- I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Tickled Pink. Any attempt to transfer or assign the Agreement without the express written consent of Tickled Pink renders the Agreement voidable at the option of Tickled Pink and may result in termination of my business.
- I understand that if I fail to comply with the terms of the Agreement, Tickled Pink may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
- Tickled Pink, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Tickled Pink and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Tickled Pink and its affiliates from all liability arising from or relating to the promotion or operation of my Tickled Pink business and any activities related to it (e.g., the presentation of Tickled Pink products or the Tickled Pink Career Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Tickled Pink for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
- The Agreement, in its current form and as amended by Tickled Pink at its discretion, constitutes the entire contract between Tickled Pink and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- Any waiver by Tickled Pink of any breach of the Agreement must be in writing and signed by an authorized officer of Tickled Pink. Waiver by Tickled Pink of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.
- This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. All disputes and claims relating to Tickled Pink, the Consultant Agreement, the Tickled Pink Career Plan or its products and services, the rights and obligations of an

independent Consultant and Tickled Pink, or any other claims or causes of action relating to the performance of either an independent Consultant or Tickled Pink under the Agreement or the Tickled Pink Policies and Procedures shall be settled totally and finally by arbitration in Marion County Oregon, or such other location as Tickled Pink prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Tickled Pink from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. The parties consent to jurisdiction and venue before any federal or state court in Marion County Oregon for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. Montana Residents: A Montana resident may cancel his or her Consultant Agreement within 15 days from the date of enrollment, and may return his or her Consultant Kit for a full refund within such time period.

16. If a Consultant wishes to bring an action against Tickled Pink for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Tickled Pink for such act or omission. **Consultant waives all claims that any other statutes of limitation apply.**

17. I authorize Tickled Pink to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

18. A faxed copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

DATE of Transaction: _____
You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to Attn. Consultant Cancellations, Tickled Pink Airbrush, 5042 Wasco Ct NE Salem, Or. 97305 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ **Date** _____