

I am applying to become a Independent Consultant with Flair, and purchase the Starter Kit of marketing materials. Upon Flair's receipt of this signed form and my payment clearing, I understand that my application will be reviewed by Flair. If approved, I will then be issued a Flair Identification number (ID#) and will be authorized to market Flair's products and services to consumers. I will receive commissions based on the business volume I generate, and the business volume generated by persons I sponsor. In conducting my Flair business, I agree to adhere to the Terms and Conditions that accompany this application, as well as those of Flair's Compensation Plan, and its policies and procedures; the terms of which, by this reference, are fully incorporated in this Application & Agreement. By signing below, I apply to become a Flair Independent Consultant. All signatures herein must be affixed personally. I MAY CANCEL THIS AGREEMENT AT ANY TIME BY GIVING WRITTEN NOTICE TO FLAIR

Terms & 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 FLAIR (doing business as FLAIR LLC) and issuance of a FLAIR Identification Number (ID #) to me, I understand that I am authorized to be an Independent Representative of Flair and that this application becomes a binding legal agreement.
2. As an Independent Representative, I understand that I am an independent contractor, and not an agent, employee, or franchisee of Flair 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, which may become due as a result of my activities under this Agreement. Flair will pay applicable state and local sales taxes collected on products and sales aids purchased or sold by me.
3. I understand that as an Independent Representative, I cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, Flair.
4. I understand that, as an Independent Representative, I will not, for any reason, act as spokesperson for Flair 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 Flair or its products other than those from, or approved in writing by Flair.
5. As an Independent Representative, I will: Provide training and motivation to my sponsored representatives; Study the product literature and promote retail sales; Represent Flair products in an honest manner; Honor Flair Customer Guarantees; Be professional, courteous, and considerate; Not misrepresent Flair's Compensation Plan; Become familiar with, and abide by, Flair Statement of Policies and other materials as prescribed by Flair.

6. I understand that, as an Independent Representative, I have the following rights: (a) to sell the products/services offered by Flair in agreement with Flair Compensation Plan, Representative's Handbook, and the Statement of Policies, and (b) to sponsor Independent Representatives in agreement with Flair Compensation Plan and Statement of Policies.

7. I understand that commissions and bonuses are based on sales to customers only. All sales are based on retail prices established Flair. Only Flair is authorized to establish discounted prices on products to customers. I understand that the products I personally purchase are for display and/or personal use. The Representative is responsible for resolving any dispute of a customer sales transaction prior to issuance of commissions and/or bonuses from Flair.

8. Flair may, at its discretion, amend its Compensation Plan and Statement of Policies and/or terms of the Independent 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 Representatives. I agree to abide by all such amendments. The continuation of my Business, and/or my acceptance of products, commissions, and awards, or other payments from Flair constitutes my acceptance of any and all amendments.

9. 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 Flair's products, other than those included in Flair'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 Flair.

10. I understand that as a Flair authorized representative, I will have access to the Flair official web-site for customer sales and marketing. I agree not to develop and/or maintain any other web-site that uses the registered company name, duplicates company information or allows any Flair products to be sold or marketed.

11. If I fail to pay for products or services, Flair is authorized to withhold the appropriate amounts from my commission and bonus checks, or credit card/electronic checking accounts, if any, which I have authorized Flair to charge. If payment owed is not made, I understand that I may, at Flair's discretion, lose my marketing organization and future commissions and bonuses, and may be placed on inactive status by Flair for an indeterminate period. Flair will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, receiving agreements, or other acts outside of the control of Flair

12. 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.

13. My Representative status cannot be sold, assigned, or transferred without prior, written approval from Flair.

14. I have carefully reviewed Flair 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 Flair. My violation of any of the terms of this Agreement or Flair Statement of Policies may result, at Flair's discretion, in forfeiture of commission and bonus checks, or other payments from Flair; loss of all or part of my marketing organization; or cancellation of this Agreement.

15. 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.

16. This Agreement shall be governed by the laws of the State of Missouri, 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 Kansas City, Missouri. Louisiana residents may choose jurisdiction in, and arbitrate in New Orleans, Louisiana.

17. I am entitled to cancel this Agreement at any time and for any reason with written notice to Flair.

Signature of Applicant: _____ Date: _____