



Independent Consultant Application & Agreement | U.S.

This application applies to Preferred Clients and Consultants

Independent Consultant	
<input type="checkbox"/>	<input type="checkbox"/>
Preferred Client	Consultant

1.800.ARBONNE | Effective October 1, 2010

Instructions

- Please print clearly in blue or black ink.
- Fill out all required fields denoted by an asterisk (*). **Your application cannot be processed without this information.**
- Sign the Taxpayer Identification Number (TIN) section below.

Check here if this is confirming a previously faxed application _____ Number of pages faxed

Mr. Mrs. Ms. Miss

First Name* _____ Last Name* _____ Middle Name _____

Address* _____

City* _____ County* _____ State* _____ ZIP* _____

E-mail* _____ Birth Date* ____/____/____
Must be 18+ years of age to apply

Bus. Phone (____) _____ Home Phone* (____) _____ Fax (____) _____ Cell Phone (____) _____

Delivery Address _____
(The Starter Kit can only be shipped to a street address or UPS deliverable PO Box. Any other address will delay shipment.)

City* _____ County* _____ State* _____ ZIP* _____

Sponsor's Arbonne ID* _____ Sponsor's Name* _____

Choose One

- Please register me as a Preferred Client (20% product discount)**
and send the Preferred Client Starter Kit
Item #7415..... **\$29.00**
No shipping & handling. No set-up fee.
- Please register me as a Consultant (35% product discount)**
and send the Consultant Starter Kit
Item #7421..... **\$109.00**
Please refer to the Arbonne SuccessPlan for activity and maintenance requirements.
Consultants who do not meet these requirements will be reassigned to Preferred Client status.
\$5 set-up fee plus shipping & handling.
Separate Arbonne Consultant Starter Kit set-up fee is waived when a \$250 product order is attached.

Shipping & Handling Fees/Set-up: Preferred Client Starter Kit has no shipping & handling or set-up fee; however, if product is added to the order, shipping fees apply to the product portion of the order. Please add a \$5 set-up fee plus shipping & handling for the Consultant Starter Kit.

Shipping based on order total:

Product Order Total (SRP in USD)	UPS Ground (Puerto Rico ships via USPS)	UPS 3 rd Day Air (not available in Alaska, Hawaii and Puerto Rico)
\$0-\$99.99	\$7.95	\$14.95
\$100-\$199.99	\$9.75	\$21.95
\$200-\$299.99	\$12.95	\$28.95
\$300-\$399.99	\$14.95	\$30.95
\$400-\$499.99	\$16.95	\$32.95
\$500-\$999.99	\$22.45	\$35.95
\$1,000+	\$29.95	\$49.95

Federal Express Account No. _____
Check one: 2nd Day Air Overnight Standard Overnight Priority

FedEx & Will Call Handling Fees: There will be an **additional \$5 handling fee on all FedEx shipments and Will Call orders** due to extra handling required in the warehouse.

Surcharge Fees: Orders shipping to **Alaska, Hawaii and U.S. territories** will include an additional surcharge fee. For orders up to \$249.99 total SRP, a \$2 fee will apply. Orders of \$250+ will include a \$5 surcharge fee.

Please call Customer Service at 1.800.ARBONNE if you would like assistance completing this order.

Surcharge Fees

(Starter Kit fee + S&H + set-up fee if applicable)

SUBTOTAL \$ _____

(Subtotal x _____ %) **SALES TAX** \$ _____

(Subtotal + Sales Tax) **ORDER TOTAL**

Check here if an order is attached

Method of Payment: MasterCard Visa Discover/Novus Amex Money Order (Enclosed with this order)

Credit Card No. _____ Expiration Date ____/____

I authorize Arbonne to charge the above Order Total for this order. If there are any miscalculations, I authorize Arbonne to adjust the Total appropriately.

Cardholder's Name (Print) _____ Cardholder's Signature _____

Cardholder Daytime Phone (____) _____ Evening Phone (____) _____

- I understand that I have the right to cancel my participation in this program at any time, with or without reason, by submitting written Notice of Cancellation to Arbonne at its principal business office. I further understand and agree that Arbonne may terminate this Agreement, with or without reason, upon 30 days advanced written notice to me.
- By signing this application, I agree that my Sponsor listed above may enter my personal information into Arbonne's database, in compliance with Arbonne's Privacy Policy.
- I have read and agree to the Terms & Conditions on the back of this Application & Agreement.

Applicant's Signature* _____ Date ____/____/____

Sponsor's Signature* _____ Date ____/____/____

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; 15 DAYS for Montana residents). See the reverse side of this Application & Agreement for an explanation of this right.

Enter your Taxpayer Identification Number (TIN) in the box. The TIN provided must exactly match the name given below to avoid backup withholding. For individuals, this is your Social Security Number (SSN). However, for a resident alien or sole proprietor, see the IRS W-9 Form, Part I on page 3 for instructions. For other entities such as businesses, you must provide your TIN to Arbonne on the IRS W-9 form, which is available at www.irs.gov.

Applicant's Name _____
(As shown on your income tax return)

Social Security Number

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I certify that the above information is correct and I understand that failure to provide accurate information may subject me to backup tax withholding.

Applicant's Signature _____ Date ____/____/____

Send completed Application to: ARBONNE INTERNATIONAL, LLC
Attn: Customer Service, 4500 Excel Pkwy, Ste 600, Addison, TX 75001
Phone: 1.800.ARBONNE | Fax: 1.866.634.1151

Please keep a copy for your records
White = Send to Arbonne Yellow & Pink = Arbonne Independent Consultant's Copies

Office Use Date Rec'd ____/____/____ Arbonne ID _____
Amt Rec'd \$ _____ Pd by: Charge _____ M/O No. _____
Order Total \$ _____ Trans No. _____
Authorized by _____



TERMS & CONDITIONS

1. I understand that as an Arbonne International, LLC ("Arbonne") Independent Consultant:
 - a. I have the right to sell Arbonne products in accordance with these Terms.
 - b. I have the right to enroll persons in Arbonne.
 - c. I will support and train Arbonne Independent Consultants who I sponsor.
 - d. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and payments as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
 - e. I will perform my obligations as an Arbonne Independent Consultant with honesty and integrity.
2. I agree that as an Arbonne Independent Consultant I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Arbonne. I shall be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF ARBONNE FOR FEDERAL OR STATE TAX PURPOSES.
3. I have carefully read and agree to comply with the Arbonne Policies & Procedures and the Arbonne SuccessPlan, the Arbonne Code of Ethics, and Arbonne's Privacy Policy, all of which are incorporated into and made a part of these Terms and Conditions (collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of any of the terms of the Agreement, to be eligible to receive remuneration from Arbonne. Arbonne may amend the Agreement at its sole discretion. Amendments shall be effective 30 days after notice of the amendment is published in commercially reasonable fashion, which includes, but is not limited to, posting online in the Internet Consultants section of arbonne.com. If I do not agree to any amendment, I shall cancel my Arbonne Independent Consultant Agreement in writing no later than the effective date of the amendment.
4. The term of this Agreement is one year. If I fail to annually renew my Arbonne business, or if it is canceled or terminated for any reason, I will permanently lose all rights as an Arbonne Independent Consultant. I shall not be eligible to sell Arbonne products and services nor shall I be eligible to receive remuneration resulting from the activities of myself or my former downline sales organization. In the event of cancellation, termination or nonrenewal, I agree to waive all rights, 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. Arbonne reserves the right to terminate all Arbonne Independent Consultant Agreements upon 30 days' notice if the Company elects to cease business operations or dissolve as a business entity.
5. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Arbonne. Any attempt to transfer or assign this Agreement without the written consent of Arbonne renders this Agreement voidable at the option of Arbonne and may result in termination of my business.
6. I understand that if I fail to comply with the terms of the Agreement, Arbonne may, at its discretion impose upon me disciplinary sanctions as set forth in the Policies & Procedures. If I am in breach, default or violation of this 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.
7. Arbonne, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I waive all claims to, consequential and exemplary damages against Arbonne and its affiliates. I further agree to release Arbonne and its affiliates from all liability arising from or relating to the promotion or operation of my Arbonne business and any activities related to it (e.g., the presentation of Arbonne products or SuccessPlan and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and I agree to indemnify Arbonne and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
8. The Agreement, in its current form and as amended by Arbonne at its discretion, constitutes the entire contract between Arbonne and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect.
9. Any waiver by Arbonne of any breach of this Agreement must be in writing and signed by an authorized officer of Arbonne. Waiver by Arbonne of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
10. If any provision of this 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.
11. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. All disputes and claims relating to or arising from the Agreement, the rights and obligations of an Arbonne Independent Consultant, or any other claims or causes of action relating to the performance of either an Arbonne Independent Consultant or Arbonne under the Agreement shall be settled as specified in Arbonne's Mediation and Arbitration Policy contained in Arbonne's Policies & Procedures. ARBONNE INDEPENDENT CONSULTANT WAIVES ALL RIGHTS TO A COURT OR JURY TRIAL EXCEPT AS SPECIFIED BELOW AND IN ARBONNE'S POLICIES & PROCEDURES.
12. The parties consent to jurisdiction and venue before any federal or state court in Orange County, State of California, for purposes of enforcing an award by an arbitrator, for equitable relief, or any other matter not subject to arbitration as specified in the Policies & Procedures.
13. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
14. Montana Residents Only: A Montana Resident may cancel this Arbonne Independent Consultant Agreement within 15 days of the date of enrollment and may return the Arbonne Preferred Client or Consultant Starter Kit for a full refund within such time.
15. If an Arbonne Independent Consultant wishes to bring an arbitration action against Arbonne for any act or omission relating to or arising from this 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 Arbonne for such act or omission. Arbonne Independent Consultant waives all claims that any other statutes of limitations applies.
16. I authorize Arbonne to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
17. A faxed copy of this Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

Date of Transaction _____

Arbonne ID _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the date on which it was executed (FIVE DAYS for Alaska residents; 15 DAYS for Montana residents). If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you, will be returned within 10 BUSINESS DAYS following receipt by Arbonne of your cancellation notice. 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 Arbonne, 9400 Jeronimo Road, Irvine, CA 92618, or send a fax to Arbonne at 1.866.634.1151 NO LATER THAN MIDNIGHT of the third business day following the date on which you executed the Agreement.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Name _____

Buyer's Signature _____ Date _____