Independent Garden Consultant Application-Agreement

1. This Independent Consultant Application-Agreement (Agreement) is entered into this _____day of_____, 200____, by and between _____ (the Undersigned) and The Happy Gardener, Inc. Upon acceptance of this Agreement by The Happy Gardener, Inc., this Agreement shall become a legally binding agreement between the Undersigned and The Happy Gardener, Inc., and the Undersigned shall become an authorized Independent Garden Consultant.

2. The Undersigned understands and agrees that by execution of this Agreement that The happy Gardener, Inc., is his/her official sponsor of record, further, that this contract is nonassignable by the Undersigned without the prior express written consent of The Happy Gardener, Inc., to another consultant or sponsor after acceptance of this Agreement.

3. The Undersigned understands and agrees that he/she is an Independent contractor and not an employee of The Happy Gardener, Inc., for purposes including but not limited to federal, state, and local taxes, including any and all sales and use taxes; that he/she will bear responsibility for the expenses incurred by his/her business, including sales tax, income tax, any and all self-employment taxes; and The Happy Gardener, Inc., does not provide worker's compensation insurance, unemployment compensation, or any other employee-type benefit, including but not limited to liability insurance.

4. The Undersigned understands and agrees that as an independent consultant, he/she is entitled to all benefits in accordance with all procedures of The Happy Gardener, Inc., as they are in effect, as modified from time to time, and published in the company's authorized publications.

5. The Undersigned understands and agrees that he/she will pay a registration fee to The Happy Gardener, Inc., however a kit purchase is optional, not required, and it is not required to maintain inventory.

6. The Undersigned understands and agrees that if he/she fails to maintain as an independent consultant, the stated selling requirements for an active consultant shall be deemed to be terminated.

7. The Undersigned understands and agrees that he/she is entitled to cancel participation as an Independent Consultant with The Happy Gardener, Inc., at any time upon notification of cancellation/termination to the sponsor or company.

8. The Undersigned understands and further agrees that he/she will provide her best efforts towards the promotion and sale of The Happy Gardener, Inc., products, and will promote The Happy Gardener name in a manner favorable to him/herself and to The Happy Gardener, Inc., and further that he/she is free to sell Happy Gardener products and recruit independent consultants.

9. The Undersigned understands and agrees that he/she will present The Happy Gardener products in accordance with the product descriptions in the company's authorized publications. The Undersigned will not misrepresent or minimize information on safe and proper use of any and all Happy Gardener products.

10. The Undersigned will present The Happy Gardener, Inc., compensation plan in accordance with the prescriptions and guidelines set forth in the company's authorized publications.

11. The Undersigned understands and agrees that he/she will comply with The Happy Gardener, Inc., policy and procedures and set forth in the company's authorized publications as modified from time to time. He/She will comply with The Happy Gardener, Inc., trademark, telephone listing, and advertising guidelines that use the name, trademark, and logo of The Happy Gardener, Inc., only as specifically authorized.

12. The Undersigned understands and agrees that The Happy Gardener, Inc., is committed to product demonstration or related methods of sale and providing the most benefit to potential customers and to independent consultants dedicated to establishing successful business accordingly.

13. Independent Garden Consultants shall not sell through any retail or other fixed commercial outlet.

14. The Undersigned understands and agrees that he/she is solely responsible for maintenance of an account with The Happy Gardener, Inc., and will remit all payments due in a timely fashion. Should an account go to collection, the Undersigned is responsible for all costs and legal fees, including reasonable attorney's fees of 33 1/3% of any amount referred to an attorney for collection and enforcement.

15. The Undersigned understands and agrees that The Happy Gardener, Inc., will defend and hold the Undersigned harmless for any claim for damage or injury for the use of a Happy Gardener, Inc., product. The Happy Gardener will not defend and hold an independent consultant harmless for claim of damage or injury rising from usage recommended by that independent consultant contrary to The Happy Gardener's written information for sale and proper use of that Happy Gardener product.

16. The Undersigned agrees that The Happy Gardener is dedicated to the growth and success of each independent consultant's business, and will not arbitrarily terminate this Application-Agreement. However, The Happy Gardener does reserve a right to terminate Application-Agreement at any time if the Undersigned misrepresents The Happy Gardener products by making claims contrary to authorized product literature; discrediting The Happy Gardener's name; failing to comply with any clause of this agreement; failing to comply with any published Happy Gardener policy or procedure or for any cause. Only The Happy Gardener or the Undersigned may terminate this Application-Agreement.

17. The Undersigned understands and agrees that he/she will not sell any non-company products to other Happy Gardener consultants or customers during any Happy Gardener function and/or event, or in any way promote to Happy Gardener consultants opportunity and marketing programs for other companies, except with prior written approval from The Happy Gardener, Inc. Further, the Undersigned agrees that for a period of one (1)-year of termination from The Happy Gardener, Inc., he/she will not directly or indirectly solicit customers or consultants of The Happy Gardener, Inc., or otherwise engage directly or indirectly in an attempt to circumvent the business of The Happy Gardener, Inc., with respect to consultants, customers, potential consultants, or potential customers.

18. The Undersigned agrees that the terms and conditions of the Agreement are binding and represent the entire agreement by and between the parties, and no other representations, whether oral or written, are valid unless reduced to writing and made a part of this Agreement.

19. The Undersigned agrees that this Agreement shall be governed pursuant to the laws of the Commonwealth of Virginia, and shall enure to the benefit of the parties hereto, their respective heirs, assigns, and personal representatives. This Agreement shall be executed in more than one counterpart, each of which shall be considered an original. The parties agree the forum for resolving any disputes surrounding this Agreement shall be the Circuit Court for Hanover County, Virginia.

THE HAPPY GARDENER, INC., a Virginia Corporation

☐ Commercial Distributor ☐ Independent Garden Consultant

Kit Purchase (if not purchased online): _____ _____
Specify Item# (s) Purchase Price

Credit Card Information: ☐ MC ☐ Visa ☐ Discover _____ _____ _____
Credit Card # Exp Date 3 Digit Code

_____ _____ _____ _____
Signature of Applicant Name Printed Date Email Address

_____ _____ _____
Street Address / Apartment Number (NO P.O. Boxes) City/State/Zip County

_____ _____ _____
Home Phone # Cell Phone# Tax Id #

***Completed Agreement should be faxed to (413) 798-9284 ***

_____ _____
Signature of Sponsor (if applicable) Date

_____ _____
Annette M. Pelliccio, President Date