



# DIRECTOR APPLICATION AND AGREEMENT

www.exerciseparty.com

P.O. BOX 259269 ♦ Madison, WI 53725

Phone: (608) 288-8150 ♦ Fax: (608) 288-8166

Director ID # \_\_\_\_\_

Date \_\_\_\_\_

New     Amended     Phone Sponsor

### Application Information (please use a pen and press hard to go through copies)

Applicant or Company Name (Last/First/M) \_\_\_\_\_

Social Security # or Fed ID # \_\_\_\_\_

Co-Applicant (Last/First/M) \_\_\_\_\_

Social Security# or Fed ID # \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Home Phone \_\_\_\_\_ Alternate Phone # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Email address \_\_\_\_\_

### Director (Your) Shipping Address (please complete if different from mailing address)

Street Address \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(\_\_\_\_\_) \_\_\_\_\_  
Phone Number at Shipping Address \_\_\_\_\_

### Director (Your Sponsor - one who recruited you) Information:

Name (Last, First, M) \_\_\_\_\_ Director ID# \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Number \_\_\_\_\_

### Director Business Kit

Director Business Kit

Signature Inventory Kit

Jumbo Inventory Kit

Item Number	Product Name	Quantity	Price	Total

\*Shipping & Handling Charges - \$5.95 minimum

Subtotal \_\_\_\_\_  
+ Sales Tax \_\_\_\_\_  
+ Shipping\* \_\_\_\_\_  
**Order Total** \_\_\_\_\_

### Payment Information (payment applies to all products and fees above)

Master Card     Visa     Discover

Cardholder Name \_\_\_\_\_ Credit Card# \_\_\_\_\_

Expiration Date \_\_\_\_\_ Security Code (3 digit code on back) \_\_\_\_\_

Billing Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone#(\_\_\_\_\_) \_\_\_\_\_

#### Checking/Savings Account Transaction:

Name on check \_\_\_\_\_ Bank Name \_\_\_\_\_

Routing Number (1st nine digits) \_\_\_\_\_ Account Number \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Enter your TIN on the appropriate line. For individuals, this is your social security number (SSN): However, for a resident alien, sole proprietor or disregarded entity, see Part I instructions. For other entities, it is your employer identification number (EIN). If you do not have a number, please contact the IRS.

\_\_\_\_\_  
Social Security Number

[or]

\_\_\_\_\_  
Employer ID Number

Under penalties of perjury, I can certify that:

- The number shown on this form is my correct taxpayer identification number and
- I am not subject to backup withholding because:(a) I am exempt from backup withholding, or(b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c)the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien)

I certify that I am of legal age (the age of majority) for the state in which I reside. I have carefully read the terms and conditions of this Application and Agreement, the Exercise Party Policies and Procedures and the Exercise Party Commission Plan and agree to abide by all terms set forth in these documents. Additionally, I agree that I have completed the W-9 Request for Taxpayer Identification Number and Certification honestly and to the best of my knowledge. I hereby confirm that my signing of this application does not violate any other agreements or contracts to which I am a party. A Participant in this Direct Selling Plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at it's principal place of business within 3 business days after the date of this transaction.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Please mail or fax your completed Application and Agreement to Exercise Party to finalize director enrollment process. If your Application and Agreement is not received within 30 days of enrollment, your Directorship shall automatically be reverted and you will no longer be eligible for commission.

## EXERCISE PARTY® LLC INDEPENDENT DIRECTOR TERMS AND CONDITIONS

1. In accordance with the terms and conditions herein, I hereby submit my Director Application and Agreement to become an Independent Director, (hereinafter referred to as "Director") with Exercise Party, LLC (hereinafter referred to as "Company");
2. The Exercise Party Policies and Procedures and the Exercise Party Commission Plan are incorporated by reference into the terms and conditions of this agreement in their current form and as amended by Exercise Party at its sole discretion. As used throughout this document the term "Agreement" refers to this Director Application and Agreement, the Exercise Party Policies and Procedures, and the Exercise Party Commission Plan.
3. This Agreement becomes effective on the date accepted by the Company. An executed online, facsimile, or original hard-copy of the Agreement must be received by the Company within (30) days for me to be officially accepted as an Exercise Party Director. If the Company does not receive an executed online, facsimile or original hardcopy of this Agreement from me, I understand that this Agreement will be cancelled. I acknowledge that my signature on my online application or facsimile application shall be deemed by the Company to be my original signature. Faxed applications must include all parts of this Agreement.
4. Upon acceptance of this Application, I understand I will become a Director of the Company and will be eligible to participate in the sales and distributions 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 Commission Plan.
5. I understand that as a Director I am an independent contractor; not an agent, employee or franchise of the Company. I UNDERSTAND AND AGREE THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF EXERCISE PARTY FOR FEDERAL OR STATE TAX PURPOSES nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Social Security Act, State Unemployment Act, or State Employment Security Act. I understand and agree that I will 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.
6. I understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses from the retail sales of Exercise Party products. I shall receive no commission from the mere act of controlling others into the program, and I shall not represent to others that it is possible to receive any income simply from enrolling others into the program.
7. I agree that as a Director I will operate in a lawful, ethical and moral manner and will use my best efforts to promote the sale and use of the services and/or products offered by the Company to the general public. I understand that as a Director my conduct must be consistent with public interest and I will avoid all discourteous, deceptive, misleading or unethical practices. In addition, I agree to abide by all federal, state and local laws governing the operation of my Exercise Party business.
8. I understand that I am not guaranteed any income, nor am I assured any profit or success. I am free to set my own hours and determine my own location and methods of selling within the guidelines and requirements of this Agreement. I agree that I am responsible for my own business expenses in connection with my activities as a Director.
9. I certify that neither the Company nor my sponsor (Director) has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as a Director. I understand that my success as a Director comes from retail sales, services and the development of a marketing effort. 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 Directors, other than those contained in approved Company literature.
10. If I sponsor other Directors, I agree to perform a bona-fide supervisory, distributive, selling and training function in connection with the sale of the Company's goods and services to the end user.
11. I understand and agree that the Company may make modifications to the Agreement at its sole discretion, and that all such changes shall be binding upon me. All changes to the Agreement shall be effective upon publication in official Company literature. The continuation of my Exercise Party business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
12. I understand that the acceptance of this Agreement does not constitute the sale of a franchise, 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.
13. Directors may not assign any right nor delegate any duty arising under this Agreement without the prior written consent of the Company. Any unauthorized assignment or delegation shall be voidable at the option of the Company.
14. The term of this Agreement is one year. There is an annual renewal fee which is due on each anniversary date of this Agreement. In order to ensure that a Director is following the "Spirit" as well as the "letter" of company policies and that the director is operating his/her directorship in an ethical manner with image and character of Exercise Party, all renewals are subject to the acceptance by the Company. Failure to renew shall result in the cancellation of my Director Agreement.
15. I agree to indemnify and hold the Company harmless from any and all claims, damages and expenses, including attorney's fees, arising out of my actions or conduct, and that of my employees and agents in violation of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, unless the laws of the state in which I reside expressly require the application of its laws. Except as set forth in the Exercise Party Policies and Procedures, or unless the laws of the state in which I reside expressly prohibit the consensual jurisdiction and venue of this Agreement, in which case its laws shall govern, all dispute and claims relating to Exercise Party, the Director Agreement, the Exercise Party Marketing and Commission Plan or its products and services, the rights and obligations of an Independent Director and Exercise Party or any other claims, or causes of action relating to the performance of either an Independent Director or Exercise Party under the Agreement of the Exercise Party Policies and Procedures shall be settled totally and finally by arbitration in Dane County, Wisconsin, or such other location as Exercise Party prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If a Director files a claim or counterclaim against Exercise Party, a Director shall do so on an individual basis and not with any other Director or as a part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in a court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This Agreement to arbitrate shall survive any termination or expiration of this Agreement.
16. The parties waive all rights to incidental, consequential, exemplary and punitive damage arising from any violation of the Agreement.
17. The parties consent to jurisdiction and venue before any federal or state court in Dane County, in the State of Wisconsin for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the laws of the state in which I reside prohibits commercial jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.
18. I shall be subject to disciplinary sanctions as specified in the Policies and Procedures at the Company's discretion for the violation or breach of any terms or provision of this Agreement. Upon the voluntary or involuntary cancellation of this Agreement, I shall lose and expressly waive, any and all rights, including property rights to my previous Director recruits and to any bonus, commission or other compensation arising from the sales generated by myself or my prior Director recruits "organization".
19. I certify that the number shown on this form is my correct taxpayer identification number and that I am subject to back-up withholding either because I have not been notified that I am subject to back-up withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding.
20. The Company shall be entitled to deduct and offset from any commissions, bonuses or any other money provided to me, any amounts past due and unpaid for purchases of Company products and services, or any other money owed to the Company by me.
21. I have read this Agreement, and acknowledge receiving and reading all documents incorporated by reference, and agree to abide by and be bound by the terms contained therein.
22. Any waiver by Exercise Party of any breach of the Agreement must be in writing and signed by an authorized officer of Exercise Party. Waiver by Exercise Party of any breach of this Agreement by me shall not operate or be construed as a waiver by any subsequent breach.

**To cancel your Directorship: Submit request in writing to the Home Office of Exercise Party. Please allow 10 days for the changes to be made.**