



Purple Rock

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Independent Consultant Agreement

As a Purple Rock Independent Consultant, I understand and agree to the following:

I am an independent sales consultant; I am not an employee, agent, partner or franchisee of, or joint venture with Purple Rock. I cannot act on behalf of, represent or conclude any contracts on behalf of Purple Rock. I do not have any authority to incur any debt, obligation or liability on behalf of Purple Rock.

I will promote and sell Purple Rock products to customers by regularly holding Home Parties. I will not sell Purple Rock products on the Internet or in any retail or service establishments without the consent of Purple Rock. I will not sell Purple Rock products for resale to other persons or vendors. I agree to not sell below the manufacturer's suggested retail price (M.S.R.P) unless it is a direct promotion of Purple Rock (i.e. monthly promotions, reward incentives, and/or closeout specials).

I will advertise, promote and sell Purple Rock products under the Purple Rock name only. I will not incorporate or use the Purple Rock name within the name of my own personal business /company name and will follow the guidelines made by Purple Rock in the manner of how I advertise myself as an Independent Consultant for Purple Rock.

I will present Purple Rock products in a truthful, sincere and honest manner, and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility in keeping with the reputation of Purple Rock. Purple Rock reserves the right to remove my consultant status. If at any time I no longer wish to be a Purple Rock consultant I must provide a written notice.

I will protect Purple Rock's trademarks and trade name by not reproducing Purple Rock's name and/or trademarks or copy any of the Purple Rock's materials for use in any advertising without approval of Purple Rock.

I understand that any advertising I do as a consultant will be my responsibility and Purple Rock will not be held accountable. I agree to indemnify and hold harmless Purple Rock, its owners and agents, from and against any and all damages resulting from my actions or inactions as an independent consultant or from my failure to abide by the terms of this agreement and the policies and procedures of Purple Rock.

As an independent consultant for Purple Rock, I am responsible for all self-employment taxes, income taxes and other filings required by law, and I am not covered by any State Unemployment or Worker's Compensation Act. I will not be treated as an employee with respect to this Agreement for federal, state or local law tax purposes, or otherwise. I agree to abide by all federal, state, and local laws relating to my Purple Rock business.

I will present the Purple Rock business opportunity in a truthful open and forthright manner. In doing so, I will confirm that any prospective recruit is the age of 18 years or older.

I understand that information; materials and product provided to me contain confidential and proprietary information and are the intellectual property of Purple Rock. I will not use, disclose or reproduce these materials except for my Purple Rock business without approval of Purple Rock.

I understand that after purchasing the Basic Starter Kit, there will be no minimum purchase required and the purchase of the Basic Starter Kit and/or the Starter Add-on Kit is a one-time purchase only.

I acknowledge and agree that Purple Rock may change the price of any of its products upon fifteen (15) days written notice to me.

I understand and agree that there is no fee to become an independent consultant, but I must purchase a Starter Kit from Purple Rock. Payment for my Starter Kit must be made at the time I submit this agreement to Purple Rock.

As an independent consultant I may promote Purple Rock and myself as a consultant only via U.S. mail, e-mail, Internet and phone, and I must obey any federal or state laws regarding advertising. I agree not to post prices and sell from the Internet in any fashion.

I understand and agree that when my account becomes inactive; no purchases for 6 months, Purple Rock may terminate my status as an independent consultant and close my account.

Purple Rock shall make this agreement effective subject to the approval of application, as evidenced by the shipment of the independent consultant's Starter Kit. I understand that I shall be bound to the terms and conditions of this agreement upon the receipt of my Purple Rock product.

I agree to review and abide by the policies and procedures, as stated in this agreement, of Purple Rock, as amended from time to time. I understand and agree that Purple Rock may change its policies and procedures at any time upon fifteen (15) days' written notice to me of such change and I agree to abide by the policies and procedures, as amended.

I understand that this agreement is not binding until it has been accepted in writing by Purple Rock or by e-mail or fax transmission. After Purple Rock has accepted it, and my Purple Rock Kit has been received, this agreement will be in effect.

I acknowledge and agree that this agreement constitutes the entire agreement between Purple Rock and me and supersedes any prior understandings, agreements, or representations by or between me and Purple Rock, written or oral. Any notice under this agreement shall be deemed to have been given when delivered in person, or when deposited in the U.S. Mail and delivered to the address with this agreement.

I agree that this agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California. I agree that the proper jurisdiction and venue for any disputes between Purple Rock and me shall be in a Federal or State court in Sacramento, California and I submit to the jurisdiction of any such court. I agree that any term or provision of this agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity and enforceability of the remaining terms and provisions of this agreement.

I understand and agree that I have up to 10 days to return my Independent Consultant Home Party Starter Kit for refund, less shipping & handling costs. I understand that a 10% restocking fee will apply to this refund.

I HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, AND I AM A CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES OF AMERICA.

Name: _____ Date: _____

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

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