



Referring Representative Application

888-764-0731 Toll Free | 912-673-7534 | 912-673-9333 Fax
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P.O. Box 1165
 Kingsland, Ga. 31548
 2941 Piedmont Rd. Ste. F
 Atlanta, Ga 30305

\$35.00

DEALER APPLICATION

\$35.00

1. The Dealer is, and at all times shall remain, an independent contractor and is not, and shall not be, construed to be a partner, joint venture, employee, agent, representative, or participant of or with the Company for any purpose whatsoever. Dealer agrees to be responsible for their own expenses, license, local, state, and federal taxes, except whereby collection and payment of sales taxes are expressly arranged by Earth Care Products, Inc.
2. Earth Care marketing and compensation program with its Policies and Procedures, Rules and Regulations, and Advertising Guidelines, which may be amended from time to time, is hereby incorporated into, and made a part of this Agreement
3. Dealer will not misrepresent Earth Care in any manner and will make no statements, claims, or warranties respecting Earth Care, which are not contained in Earth Care written material. Dealer agrees to perform all of its obligations under this Agreement in a manner consistent with all applicable laws and Regulations and with the principles of good conduct and business ethics, in order to protect and enhance the name of the Company, the reputation of the product, and the goodwill attached to any trade names or any trademarks in the use of hereafter adopted or used by the Company
4. Dealer understands and agrees that the products are not medical devices and are never offered or intended for medical treatment of any diseases or disorders. Earth Care and /or any of its Dealers are prohibited from participating in any diagnosis, prognosis, evaluation, treatment, description, or management of any diseases or physical or mental disorder. Every Dealer understands and agrees that they will not make any medical claims relating to any Earth Care Product. The Dealer understands by making any such claim, it could have the effect of the product being determined as a medical device and subject to substantial Rules and Regulations under the Food and Drug Administration. A violation of this Rule will result in immediate termination of any relationship with Earth Care Products, Inc.
5. Dealer understands that there are no guarantees of earnings in the Earth Care marketing program and there are no exclusive territories within the program.
6. Dealer understands that there are no personal purchase requirements of products marketed by Earth Care marketing program beyond the initial expensed of (a) registration for data processing, (b) provision of sales info packet. Dealer also understand there is no inventory requirements of the products marketed by Earth Care and that the Dealer may terminate the Agreement at any time by written notice. Any products returned will be charged a restocking fee.
7. Dealer understands and agrees that a violation of any of the terms of the Agreement, including the Policies and Procedures of Earth Care may result in the termination of Dealer's authorization as an Earth Care Dealer.
8. By entering the Social Security or Federal ID Number, Dealer is certifying that the number shown on this form is the Dealer's correct taxpayer identification number
9. The effective date of this Dealer Agreement shall be the date it is received at Earth Care Products, Inc. corporate office. The term of this Agreement shall be one year. The annual renewal fee is \$35.00.
10. Dealer understands that violation of any Rule or Regulation hereunder or otherwise violation of any federal, state, or local laws that would in any way affect Earth Care, shall immediately terminate this Agreement. If Earth Care does terminate this agreement that subject to any law, the Dealer agrees not to make a claim against the Company. If the Dealer does pursue a claim against the Company and does not prevail, he/she shall reimburse the Company for any cost of defense, including reasonable attorney's fees

SIGNATURE: _____

DATE: _____

REFERRED BY: _____

NAME
ADDRESS
CITY STATE ZIP
COMPANY NAME (IF NEEDED)
EIN # OR SOCIAL SECURITY #
PHONE NUMBER
ALTERNATE NUMBER
SHIPPING ADDRESS (MUST BE STREET ADDRESS NOT P O BOX)

/ / /
CREDIT CARD NUMBER
TYPE CARD EXPIRATION DATE SECURITY CODE
NAME (IF DIFFERENT FROM LEFT SIDE OF THIS FORM)
CARD BILLING ADDRESS
CITY STATE ZIP
EMAIL ADDRESS OF DEALER
SIGNATURE
DATE

EARTH CARE
CONFIDENTIALITY AND NONCOMPETE AGREEMENT

DISTRIBUTOR acknowledges that EARTH CARE has common law, proprietary, design, and patent rights as well as contractual use and development right for various products in various "Going Green" areas, including, but not limited to, unique energy savings and utilization methods.

DISTRIBUTOR, for himself/herself and all of their employees and business associates both present and future, hereby agrees and warrants, which warranty shall survive the term of this agreement, that he/she will not at any time, divulge any plan, information, and/or data to any person, firm, corporation, or any other type of entity except upon direct and specific written authorization by EARTH CARE.

DISTRIBUTOR agrees that he/she shall surrender any and all plans, information, and data regarding said rights and methods that comes into his/her possession as a result of their association with EARTH CARE.

DISTRIBUTOR agrees that he/she will not, either directly or indirectly, engage in, establish, enter into, merge with, or joint venture any other person, firm, corporation, or any other type of entity in any business using any of the plans, information, and/or data regarding said rights and methods or that he/she has created, generated, or come into possession of as a result of their association with EARTH CARE to compete with any EARTH CARE'S businesses. DISTRIBUTOR agrees to assist EARTH CARE to protect and defend all of its common law, proprietary, design, and patent rights and methods.

I Agree

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