

**INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT**
**APPLICANT INFORMATION**

NAME		SSN/FED TAX ID
ADDRESS		
CITY	STATE	ZIP
EMAIL		TEL.

**SPONSOR INFORMATION**

NAME	Julie Pech	ID NUMBER	10003
EMAIL	julie@thechocolatetherapist.com	TEL.	720-981-5806

**CHOFFY STARTER KIT**

Applicants must purchase a Choffy Starter Kit (optional in North Dakota). It contains essential sales and marketing material and literature to help you build your business.

STARTER KIT	
SHIPPING AND HANDLING	
SALES TAX	
TOTAL	

**PAYMENT INFORMATION**

NAME AS IT APPEARS ON CARD	VISA	<input type="checkbox"/>	MC	<input type="checkbox"/>	AM EX	<input type="checkbox"/>	DISCOVER	<input type="checkbox"/>
CARD NUMBER	EXPERATION DATE							

I have carefully read the terms and conditions on the back of this application and agreement, the Choffy Policies and Procedures, and the Choffy Compensation Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Choffy independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.

APPLICANT'S SIGNATURE	DATE
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Mail the completed signed original Application and Agreement to: Choffy, Distributor Application Dept., 1009 Silver Retreat Ct., Henderson, NV 89002 or Fax to 702-541-9934. If application is faxed, you must fax both the front and back of the application.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (5 days for Alaska residents). See the reverse side of this form for an explanation of this right.

**TERMS AND CONDITIONS**

1. I understand that as a Choffy Distributor:
  - a. I have the right to offer for sale Choffy products and services in accordance with these Terms and Conditions.
  - b. I have the right to enroll persons in Choffy.
  - c. If qualified, I have the right to earn commissions pursuant to the Choffy Compensation Plan.
2. I agree to present the Choffy Marketing and Compensation Plan and Choffy products and services as set forth in official Choffy literature.
3. I agree that as a Choffy Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Choffy. I agree that I will 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 CHOFFY FOR FEDERAL OR STATE TAX PURPOSES. Choffy is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the Choffy Policies and Procedures and the Choffy Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Choffy. I understand that these Terms and Conditions, the Choffy Policies and Procedures, or the Choffy Marketing and Compensation Plan may be amended at the sole discretion of Choffy, and I agree to abide by all such amendments. Notification of amendments shall be posted on Choffy's website. Amendments shall become effective 30 days after publication. The continuation of my Choffy business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year (subject to prior cancellation as provided in the Policies and Procedures). If I fail to annually renew my Choffy business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Choffy products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have, 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. Choffy reserves the right to terminate all Distributor Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to Choffy at its principal business address. Choffy may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Choffy. Any attempt to transfer or assign the Agreement without the express written consent of Choffy renders the Agreement voidable at the option of Choffy and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Choffy may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the 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.
8. Choffy, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Choffy and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Choffy and its affiliates from all liability arising from or relating to the promotion or operation of my Choffy business and any activities related to it (e.g., the presentation of Choffy products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Choffy for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by Choffy at its discretion, constitutes the entire contract between Choffy and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by Choffy of any breach of the Agreement must be in writing and signed by an authorized officer of Choffy. Waiver by Choffy of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the 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.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and Choffy arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Choffy shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Distributor. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.
13. The parties consent to jurisdiction and venue before any federal or state court in Clark County, State of Washington, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
15. Montana Residents: A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
16. If a Distributor wishes to bring an action against Choffy for any act or omission relating to or arising from the 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 Choffy for such act or omission. Distributor waives all claims that any other statute of limitations applies.
17. I authorize Choffy to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
18. If any provision of this Agreement is held void or voidable by a court of competent jurisdiction, only such limited portion of the provision shall be severed from the Agreement, and such severed portion shall be rewritten to reflect the intent of the parties as nearly as possible. All other remaining provisions shall remain fully intact.
19. A faxed copy of the Agreement shall be treated as an original in all respects.

**NOTICE OF RIGHT TO CANCEL****DATE OF TRANSACTION** \_\_\_\_\_

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. 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, or send a telegram, to Choffy, 1009 Silver Retreat Ct., Henderson, NV 89002, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION. BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_