



Independent Consultant agreement

I WANT TO BECOME A BLESSINGS UNLIMITED INDEPENDENT CONSULTANT and in consideration of Blessings Unlimited, LLC ("Blessings Unlimited" or "Company") granting me the right and privilege to sell Blessings Unlimited Products ("Products") and to represent the Company, I agree to the following terms and conditions:

My Role as an Independent Consultant

1. I understand I am not and I will not be treated as an employee for federal, state or local tax or any other purpose. As an independent Consultant conducting my own business, I will be responsible for filing and paying my own federal, state and local, income, unemployment, workers' compensation, social security, self employment, and other taxes. I am responsible for all liability, health, disability, workers' compensation and other insurance. Blessings Unlimited, as a service to me, is authorized to aggregate the sales tax I have collected on my customer sales and remit it to the appropriate authorities.

2. I am an independent contractor and will not be an employee or agent for Blessings Unlimited and may not incur any debts, contracts, obligations or liabilities on behalf of the Company. I agree that I will make no statements, representations or disclosures while recruiting, sponsoring or training current or potential Consultants or in selling Products, other than what is explained in the Policies and Procedures (the "Policies") and other materials provided by the Company. I will make no claims or representations of actual or potential earnings, guaranteed or anticipated profits or sales success. I agree that any earnings I receive from Blessings Unlimited or from its customers are attributable only to the sale of products.

3. My relationship with Blessings Unlimited is set forth in this Consultant Agreement ("Agreement") and in the Policies. The Company reserves the right to amend this Agreement, the Policies and the Career Plan at any time without prior notice, effective five (5) days after publication or transmittal of such amendment in official Company publication, literature or voicemail, as applicable. My continued selling of Blessings Unlimited products will signify my agreement to these changes as well as any changes made pursuant to section 9 below.

4. I understand that the success of Blessings Unlimited and its independent Consultants depends on direct selling to consumers. For this reason I will not sell the Company's products to or through a retail store, yard sales, or other fixed commercial establishment, nor will I sell Blessings Unlimited Products via the Internet except through Company's approved website.

5. I will not engage in any unlawful or unfair business practice or violate any applicable laws or regulations.

Sale of Products

6. I will present, promote and sell Blessings Unlimited Products in an honest and ethical manner.

7. I will exercise my best efforts to maintain the reputation for quality products and service represented by the Blessings Unlimited brand.

8. Blessings Unlimited will sell me products at wholesale. My earnings and success will depend upon my ability to resell the products directly to consumers through home parties, one-on-one sales and through my sponsoring of other Consultants who resell products.

9. Blessings Unlimited has the right to discontinue products or change prices, bonuses, discounts or incentive programs at any time.

10. I authorize Blessings Unlimited on its behalf to collect and remit to the proper governmental agencies, the applicable sales/use tax based upon the actual sales price of the products at the tax rate of the location to where the products are shipped. Consultant should collect sales tax based upon the sales price of the products.

11. I will abide by all other requirements for the sale of the products as detailed in the Policies.

Use of Trademarks and Confidential Information

12. Except for sales literature and sample products which the Company sells or otherwise provides to me, I will not use or display the Blessings Unlimited logo or Blessings Unlimited's trademarks, trade names and copyrighted materials without the prior written consent from Blessings Unlimited, and then only in accordance with the Company's Policies. I also agree that I will not use the name Blessings Unlimited for my personal business or attempt to register a business using that name or apply for a trademark application using that name.

13. I will not use or disclose any proprietary or confidential information (including but not limited to customer information, financial or marketing information regarding other Consultants or Leaders) belonging to Blessings Unlimited during or after expiration or termination of this Agreement in connection with any matter other than my Blessings Unlimited business or in any way that is not in compliance with this Agreement and the Policies. I agree that all such information is owned by the Company. I will not solicit or persuade any Blessings Unlimited Consultants or Leaders to promote or sell products of another direct sales Company or of a competitor of Blessings Unlimited while representing Blessings Unlimited as a Consultant.

14. I understand that Blessings Unlimited and its affiliated companies own all of the reproduction rights in the art and messages on or in the products and in training and advertising material. I will not, except as expressly permitted by Company in writing, use or copy or grant rights to any other person or business to use or copy any of such materials.

15. I will protect the high reputation that Blessings Unlimited enjoys in the marketplace and operate in a lawful and ethical manner. I will not do anything as a Consultant that would tarnish the brand names or business of Blessings Unlimited or its affiliated companies.

Other Terms and Conditions

16. Blessings Unlimited may terminate this Agreement immediately in the event I breach any of the provisions of this Agreement or the Policies. Either Blessings Unlimited or I may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. This Agreement will automatically terminate upon my death, insolvency or bankruptcy. Immediately upon termination or non-renewal of this Agreement, I shall (a) cease from representing myself as a Consultant of the Company and discontinue all use of Company’s proprietary and confidential information, trademarks, and service marks; (b) lose all rights to my Consultantship and all future commissions and earnings; and (c) take all other actions reasonably required by the Company.

17. All of my rights as a Blessings Unlimited Consultant (including any earnings, privileges or benefits) provided to me by the Company are personal to me and may not be assigned, transferred or assumed without the Company’s prior written consent.

18. I give the right to Blessings Unlimited to use my name and likeness and other information about me for the purpose of advertising, instructional, and/or other materials (for example, sharing “success” testimonials).

19. This Agreement shall be governed by the laws of the state of Missouri without regard to the conflict of laws, provisions and principles of such law. Any unresolved (after good faith efforts by the parties) disputes under this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in Kansas City, Missouri as more fully set forth in the Policies. This provision shall not be construed as to prevent the Company from terminating this Agreement or from seeking or obtaining preliminary or permanent injunctive relief in any court of competent jurisdiction.

20. This Agreement will become effective only when it is received by Blessings Unlimited and a confirmation e-mail is sent to me from Blessings Unlimited. The term of this Agreement shall begin on the effective date and shall continue for one (1) year. I must renew the Agreement every year on the anniversary date and pay an annual renewal fee as set forth in the Policies.

21. As described in the Policies, I understand that I can receive a refund for unused product, services, or literature purchased by me, less a 10% handling fee, if I choose to terminate this Agreement and return product, services, and/or literature within twelve (12) months of purchase.

22. My promise to abide by the trade secrets, confidential information, and the arbitration provisions, and any other provision which by its terms is intended to survive, shall survive termination or expiration of this Agreement. This Agreement and the Policies and the Career Plan (both of which are incorporated herein by references) constitute the

entire agreement between the parties and supersede all prior agreements between the Company and myself.

23. I indemnify and hold Company, its parent company and affiliate companies, and their respective shareholders, directors, officers, employees, and agents harmless from damages resulting from anything I say or do or omit or my failure to abide by the terms of this Agreement, the Policies, or any applicable law.

24. If I sponsor other Consultants, I agree to perform a bona fide supervisory, distributive and selling function in connection with the sale of products and services to the ultimate consumer.

25. I agree that the Company may deduct any money owed by me to the Company from any money that the Company owes me in connection with sales.

26. I agree to comply with the Company’s 70% Rule and Retail Sales Rule and with the Company’s retail guarantee and refund policy as set forth in the Policies.

27. I agree that upon a breach of this Agreement by Consultant, the Company will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. I agree that the remedy at law for any breach of any provision of this Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, the Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach or anticipated breach of any provision of this Agreement and/or to compel specific performance of any provisions of this Agreement.

28. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

29. Both parties agree they will comply with the Direct Selling Association code of Ethics set forth on www.dsa.org.

30. I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT; I AM AT LEAST EIGHTEEN (18) YEARS OF AGE; I AM A CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES; AND I POSSESS A SOCIAL SECURITY NUMBER.

31. THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE.

INDEPENDENT CONSULTANT

BY _____
SIGNATURE

Name _____

Date _____

SSN _____



Independent Consultant application

Applicant Information

First Name, Middle Initial, Last Name _____
 Address _____
 City _____ County _____ State _____ Zip Code _____
 Home Telephone _____ Work Phone _____ Fax Number _____
 Mobile Phone _____ Email address _____
 Birth Date _____ SSN _____
 Spouse's Name _____

Do you currently represent or consult for any other direct sales company? Yes No

If Yes, with which company are you associated? _____

Are you or your spouse currently employed, or have you or your spouse been previously employed, by Blessings Unlimited, LLC or DaySpring Cards, Inc.?

Yes No

Does your spouse or any other member of your household represent or consult with any other direct sales company? Yes No

If Yes, who in your household and with which company are they associated? _____

Sponsor Information

Sponsor's Name _____ Sponsor Consultant ID # _____

City _____ State _____ Phone _____

Business Kit Information

TOTAL COST OF THE BUSINESS KIT **\$99.00**

Shipping and Handling **\$12.95**

You must order a Blessings Unlimited business Kit to become a consultant. Tax (_____ %) \$ _____

Payment Method/Credit card information Total \$ _____

Type of Card Mastercard Visa American Express Discover

Card Number _____ Expiration Date _____

Credit Card Address (if different from above Address) _____

City _____ State _____ Zip _____

Cardholder name _____ Signature _____

Important: By signing this Application and Independent Consultant Agreement ("Agreement"), I am expressing my intent to: (1) become a Blessings Unlimited Independent Consultant, (2) comply with all policies and provisions of the Agreement and all procedures appearing in the Policies and Procedures today and in the future. I acknowledge that I meet all qualifications of this Agreement and have read and agree to be bound by the terms and conditions outlined in this Agreement. I understand that this Agreement are subject to acceptance by Blessings Unlimited, LLC, at its sole discretion.

Applicant's signature _____ Date _____

Print Name _____

Please make a copy for yourself before mailing in the original with signatures. Please mail the Consultant Agreement, Application, and Electronic Deposit Authorization Form with a copy of a voided check to Blessings Unlimited, P.O. Box 1239 (or 21154 Hwy 16e for overnight delivery only), Attention Consultant Care Department, Siloam Springs, Arkansas, 72761.

For Office Use Only

This Agreement has been received and accepted by a Blessings Unlimited, LLC representative.

Signature _____ Date _____



Electronic (ACH) Deposit authorization form

Blessings Unlimited will make Bonus payments to your account by direct deposit. Bonus Payments will be issued in the name of the Blessings Unlimited Consultant and will not be made to corporations or trusts. Please complete this form and submit it with your Consultant Agreement, Application, and a voided check or a copy of a voided check.

I hereby authorize **Blessings Unlimited, LLC** to initiate credit entries and initiate, if necessary, debit entries and adjustments for any credit entries made in error to my bank account. I further authorize the depository (bank) named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

① This is my first Electronic (ACH) Deposit Authorization Form submitted to Blessings Unlimited

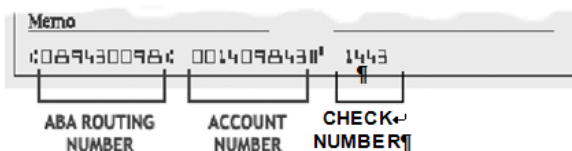
This is a change in previous information

② Please indicate type of account: Checking Savings

③ Banking institution name _____

④ Name on bank account _____

How to identify your bank ABA routing number and account number.



The ABA Routing Number identifies your bank and will always be the numbers between the characters. Your account number will be the remaining numbers. Some (but not all) account numbers have a dash between them. We do not need your check number which is often also in the microline. Your check number will match the number in the upper right hand corner of your check.

⑤ Bank ABA# (9 digits) | | | | | | | | | | ⑥ Bank Account # _____

⑦ Bank City/State _____

This authorization is to remain in effect until Blessings Unlimited, LLC has received written notification of its termination in such time and in such manner to afford Blessings Unlimited, LLC and the DEPOSITORY a reasonable opportunity to act on it.

⑧ Consultant name _____
(please print)

⑨ Consultant signature _____ ⑩ Date _____

Note: You must fill in information in all 10 areas marked with a circled number!
PLEASE ATTACH A VOIDED CHECK OR A COPY OF A VOIDED CHECK TO THIS FORM.

Please mail the Consultant Agreement, Application, and Electronic Deposit Authorization Form with a copy of a voided check to Blessings Unlimited, P.O. Box 1239 (or 21154 Hwy 16E for overnight delivery only), Attention Consultant Care Department, Siloam Springs, Arkansas, 72761.

For office Use only

Received by Blessings Unlimited: _____ Consultant ID # _____



Independent Consultant getting started

Let's Build a Business!

Congratulations on your decision to join Blessings Unlimited as an Independent Consultant. We are delighted to welcome you. Let's talk about what you want from your business, how much time you want to devote to your business, and how much you want to earn. First, please share with us the reasons you decided to join Blessings Unlimited.

As a Blessings Unlimited Independent Consultant, you set your own schedule and determine your own hours.

Based on your goals, how many Gatherings do you plan to do each month? _____

Second, let's talk about how you get started. At Blessings Unlimited you have two earning opportunities: First, by sponsoring others—who then sell products—into the business, and second, by holding Gatherings and selling products yourself.

Sponsoring Others: You are in business for yourself, but not by yourself. Your Sponsor, your Team Leader and everyone at Blessings Unlimited are here to support you. To make it even more fun, why not have a friend or "business partner" join you in your new adventure.

Who would like to have fun and earn extra income with you and Blessings Unlimited?

Name _____	Name _____	Name _____
Phone _____	Phone _____	Phone _____
Email _____	Email _____	Email _____

Holding Gatherings: We recommend you hold 4-6 Gatherings in your first 4 weeks to get comfortable with the business. Who will most likely be your first 4-6 hostesses?

Name _____	Name _____	Name _____
Phone _____	Phone _____	Phone _____
Email _____	Email _____	Email _____

Date of Gathering _____	Date of Gathering _____	Date of Gathering _____
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Name _____	Name _____	Name _____
Phone _____	Phone _____	Phone _____
Email _____	Email _____	Email _____

Date of Gathering _____	Date of Gathering _____	Date of Gathering _____
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To announce your new business to your friends and relatives and to "practice," you will want to schedule your own Gathering. Your Business Kit will be shipped after the Agreement with this Application has been received and accepted by Blessings Unlimited. Once accepted, you will receive your Business Kit. We suggest you schedule your own Gathering within the following two weeks.

What date will you have your Announcement Gathering? _____

Please make a copy for yourself before mailing in the original with signatures. Please mail the Consultant Agreement, Application, and Electronic Deposit Authorization Form with a copy of a voided check to Blessings Unlimited, P.O. Box 1239 (or 21154 Hwy 16E for overnight delivery only), Attention Consultant Care Department, Siloam Springs, Arkansas, 72761.

May you be blessed and be a blessing!

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