

# VITAMIST® MEMBER AGREEMENT

2401 South 24th Street, Phoenix, AZ 85034

www.wespray.com

PHONE: 800-582-5273  
 ORDER FAX: 888-527-3329  
 Product info: www.VitaMist.com

**OFFICE USE ONLY**

Ord No.

Date

Ent By

## 1. SPONSOR INFORMATION - Please Print

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Daytime Phone Number	Extension	Evening Phone Number
Sponsor ID if known		Sponsor Name (Last name first) or Company Name

## 2. APPLICANT INFORMATION - Please Print

Name (Last, First, MI)	Date Of Birth (mm/dd/yyyy)
Social security number Or federal tax id#	
Spouse/Co Applicant (Last, First, MI)	Date Of Birth (mm/dd/yyyy)
Phone (Daytime)	Phone (Night)
	Fax
Mailing Address	
City • State • Zip	State Zip
Shipping address (if different than mailing)	
City • State • Zip	State Zip
‡ Email Address	

‡ I Understand that VITAMIST will not share my email address, and that I will receive product updates, specials and newsletters via email.

## 3. PERSONAL USE PRODUCTS METHOD OF PAYMENT - Please Print

Name On Card	Exp. Date MM / YYYY	* CVV2 or CID#
Credit Card Number	*The CVV2 code is the last 3 digits at the far right hand side of the signature strip on the back of your VISA or MasterCard. For American Express cards, the CID# is a 4 digit number located at the far right hand side of the front of the card, just above the credit card number.	
<input type="checkbox"/> By checking this box I agree to receive a monthly shipment of my selected products. I understand that this is a monthly recurring shipment, and that I may call 1-800-582-5273 to change my next monthly order at any time.		
<input type="checkbox"/> FASTCHEX (Include a blank, signed, voided check with this form) <input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CHECK Check# <input type="text"/> <input type="checkbox"/> CREDIT CARD		
Signature	Date	

I have also read and signed the terms and conditions on page two of this form

## 4. INITIAL ORDER SELECTION - Please Print

To be eligible for incentives you must purchase at least 3 personal use products during the calendar month. In order to continue to qualify for incentives, your monthly order will be renewed month to month unless you elect to change or cancel that order by calling 1-800-582-5273 before the first of the month.

VitaMist® Products	QTY	Product	QTY	Product
___ Anti-Oxidant	___	Grape Seed	___	<b>Snack Substitutes</b>
___ ArthriFlex	___	Heart Healthy with Folicin	___	___ Arctic Mint SlenderMist
___ B12	___	Immune with Echinacea	___	___ Berry Supreme SlenderMist
___ B12-500 ¥	___	Lady Mate	___	___ Chocolate Fudge SlenderMist
___ Blue-Green Sea Spray	___	Melatonin	___	___ Tropical Delite SlenderMist
___ CardioCare	___	Men's Formula ¥	___	<b>Pet Products</b>
___ Children's Multiple	___	Multiple	___	___ Vita-Canine
___ Cold Weather Formula with Zinc	___	Osteo-CalMag	___	___ Dog-Ease
___ Colloidal Minerals	___	Pine-Bark	___	___ Vita-Feline
___ C+Zinc	___	PMS	___	<b>Exercise Products</b>
___ D-Stress™	___	Pre-Natal	___	___ 1-Before
___ DHEA-Men	___	Re-Leaf	___	___ 2-During
___ DHEA-Women	___	ReVitalizer®	___	___ 3-After
___ E+Selenium	___	Sleep	___	<b>Super Cal-Pro™ ¥</b>
___ Echinacea + G	___	Smoke-Less	___	___ ‡ Lemonade Flavor \$49.95 **
___ Ex.O	___	St.Johns Wort	___	___ ‡ Orange Flavor \$49.95 **
___ Folacin	___	VitaSight	___	<b>CardioMax</b>
___ Ginkgo Mist	___	Women's Health ¥	___	___ CardioMax \$56.00 **

Products listed are \$19.95 retail unless otherwise noted.

There is a 10% discount for Club Members and 20% for Team Members unless otherwise noted.

Three (3) products on a monthly EZ-Auto-ship subscription qualify for free S/H. All other orders will have shipping and handling charges applied.

\*\* Extra shipping costs may apply to Super Cal-Pro™  
 ¥ Also great for bariatric patients  
 ‡ There is no club or member discount for Super Cal-Pro products.

See [www.VitaMist.com](http://www.VitaMist.com) for details on our products

All products, unless otherwise noted, are a one (1) month supply.

## TERMS AND CONDITIONS

In accordance with the terms and conditions contained in this Agreement (hereinafter "Agreement"), I hereby submit my registration to become a Team Member (Representative), (hereinafter referred to as "Member"), with VITAMIST, Ltd., (hereinafter referred to as "Company"), and hereby state and agree as follows:

1. I am of legal age, in the state in which I reside, to enter into this Agreement. This Agreement becomes effective on the date an executed copy is received by the Company.
2. Upon receipt of this Agreement I understand I will become a Member of the Company and will be eligible to participate in the selling and distribution 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 Incentive Plans.
3. I understand that as a Member I am an independent contractor; not an agent, employee or franchise of the Company. I further understand and agree that I will not be treated as an employee with respect to such services, for federal or state tax purposes. Nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, and Federal Insurance Contributions Act, the Social Security Act, and State Unemployment Act or State Employment Security Act. I understand and agree to 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. In addition, I hereby warrant to the Company that I am in compliance with all applicable rules, regulations, ordinances, and laws of my home municipality, County, and State in connection with my activities as a Member.
4. I agree that as an independent contractor, I will be solely responsible for all statements made regarding the Company's Incentive Plans or products which are not expressly contained in writing in the Company's policies, product description or Incentive Plans.
5. I understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses, relating to the sale (or other output) derived from in person sales, solicitations or orders from ultimate consumers, primarily in the home or otherwise, rather than in a permanent retail establishment.
6. I understand that I am not required to make any purchase in order to become a Member. I understand I am not required to maintain an inventory of any kind in order to become a Member.
7. I hereby agree to represent the Company's Incentive Plans fairly and completely, emphasizing that retail sales are a requirement, that no purchase of goods or services is required at any level, that no recruitment fee can be derived from the mere act of sponsoring other Members, and that no earnings are guaranteed from participation in the Incentive Plan. I agree that I will not make any representations about the actual, potential or expected earnings of any Member of the Company.
8. I understand that as a Member, I am not guaranteed any income, nor am I assured any profit or success. I understand the Incentive Plans and that I can only make commissions upon the sale of the Company's goods and services. I will be free to set my own hours, and determine my own location and methods of selling, within the guidelines and requirements of this Agreement.
9. I further certify that neither the Company nor my sponsor/introducer have made any claims of guaranteed earnings or representations of the anticipated earnings that might result from my efforts as a Member. I understand that my success as a Member comes from retail sales, service, and the development of a marketing organization. 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 Members other than those contained in approved Company literature.
10. I hereby agree not to re-package or re-label the Company's goods or services nor to sell said goods or services under any other name or label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, promoting or describing the Company's goods or services, Incentive Plan, or other programs, any written, recorded, or other materials which have not been approved or provided by the Company.
11. In the event I sponsor other Members I agree to perform a bonafide supervisory function in connection with the sale of the Company's goods and services to the ultimate consumer. I also agree to train any Members I may sponsor and/or introduce and I agree to have continuing communication and supervision with my sales organization.
12. I understand and agree that the Company, in order to maintain a viable marketing system, may make modifications in the Policies and Procedures, Incentive Plans, Company literature and product prices. I further agree to be bound by such changes upon notification through official Company literature or publications including official websites.
13. I understand that the acceptance of this Registration Agreement does not constitute the sale of a franchise or a distributorship, and 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.
14. I understand and agree that because of the personal nature of this Agreement it may not be transferred or otherwise assigned without the prior written consent of the Company.
15. This Agreement, its interpretation, construction, and enforcement, shall be governed by the laws of the State of Arizona. Any controversy, dispute, or claim relating to this agreement between the parties shall be resolved by binding arbitration in Phoenix, Arizona, in accordance with the rules of the American Arbitration Association, and any judgement of the Arbitrator shall be entitled to enforcement by any court having jurisdiction over the parties.
16. I understand and agree that this Agreement, including the Company's Policies and Procedures, and Incentive Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have read this Agreement including the Policies and Procedures, and Incentive Plan and I acknowledge receiving a copy of all documents referred to and agree to abide by and be bound by the terms contained therein.
17. A Participant in this incentive plan has a right to cancel at anytime, regardless of reason. Cancellation must be submitted in writing to the company at its principle place of business.

**I HEREBY AUTHORIZE AND GIVE FULL CONSENT TO THE COMPANY TO COPYRIGHT, PUBLISH ALL PHOTOS AND/OR VIDEOS AND/OR MOTION PICTURES AND/OR VOICE RECORDINGS TAKEN BY THEM OR THEIR AGENTS IN WHICH I MAY APPEAR AS A MEMBER AT COMPANY FUNCTIONS WITHOUT LIMIT OR RESERVATION AND WAIVE THE RECEIPT OF ANY FEE OR ROYALTY UNLESS AGREED UPON IN WRITING.**

I hereby acknowledge that I have read a copy of Company Policies & Procedures online at [www.wespray.com](http://www.wespray.com), and that I have read and understood the Terms and Conditions on the second page of this agreement and agree to abide by the Policies and Procedures of the Company.

**I am signing up to be a Team Member (Representative) (20% discount on most products)**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print phone number

\_\_\_\_\_  
Please print your name