

Creative Memories
Attn: Consultant Agreement
3001 Clearwater Road
P.O. Box 1839
St. Cloud, MN 56302-1839 U.S.A.

C R E A T I V E
 memories™
Consultant Agreement

Telephone: (888) 227-6748
Spanish Phone: (877) 252-8637
Fax: (800) 605-2454

Consultant Information (Please complete all spaces and avoid using abbreviations where possible. Print clearly using black or blue ink.)

One name per Consultant Agreement – must be an individual, not a company name.

Last name: _____ First: _____ Middle initial: _____

Social Security number: _____ I am of legal age (18 or older): Yes No

Mailing address: _____ Within city limits: Yes No

City: _____ County: _____ State/Terr.: _____ ZIP code: _____

Shipping address (no P.O. boxes): _____ Within city limits: Yes No

City: _____ County: _____ State/Terr.: _____ ZIP code: _____

E-mail address: _____ Home phone: (____) _____

Work phone: (____) _____ Fax number: (____) _____

This Agreement must be signed and completed and is not considered valid without payment, your Social Security number and the name and address of an upline Consultant. The upline Consultant will remain your upline as long as you are both active, eligible Consultants as defined by Creative Memories. If Creative Memories deems this upline Consultant ineligible of upline responsibilities, you will be reassigned to the upline Consultant's upline. Only Creative Memories will have the authority to determine ineligibility. By your signature below, you verify that the information above is correct, you understand and accept the General Terms and Conditions of the Creative Memories Consultant Agreement as printed on this document. Please retain a copy of this Agreement for your records.

New Consultant's SIGNATURE: _____ **Date:** _____

Optional Personal Data (For marketing data/Consultant profiles)

Gender: Male Female Marital status: Married Unmarried Birth date (Month/Day/Year): _____

Education: Some high school or high school graduate Some college or technical school College graduate or advanced degree

Race/Ethnicity: Caucasian African-American Asian or Pacific Islander American Indian Hispanic Origin Other

Language (Select one only): English Spanish Bilingual (Spanish and English)

Check here if you are proficient with American Sign Language and plan to promote your business to the hearing impaired.

I learned of the Creative Memories opportunity from: Get Together Workshop Consultant Other: _____

Creative Memories Consultant Kit Order

Your Consultant Kit consists of a Business Starter Kit which includes a sampling of Creative Memories' product lines plus training and business start-up materials and one or both optional Completion Kits.

1. Kit materials language preference (Select one): English Spanish

2. Select Completion Kit(s) (optional) – Completion Kits enhance your Business Starter Kit and tailor it to your interests. Choose one Completion Kit or choose both.

Scrapbooking = \$ 75 Digital = \$ 55

3. Cost of Consultant Kit

Business Starter Kit \$ \$70 (1) Completion Kit(s) (optional) \$ _____ (2) Tax (line 1+2) = \$ _____ x (your tax rate) _____ % = \$ _____ (3)

Total (line 1+2+3) \$ _____

4. Method of payment (check one):

I have enclosed a check or money order. Please make check payable to Creative Memories

I authorize Creative Memories to charge my credit card: Visa MasterCard Discover/Novus

Credit card number: _____ / _____ / _____ / _____ Exp. month: _____ Year: _____

Cardholder's SIGNATURE: _____ Cardholder's name (Please print): _____

Address: _____ City: _____ State: _____ ZIP code: _____

Upline's Information

Upline name: _____ Upline phone: (____) _____

Address: _____ City: _____ State: _____ ZIP code: _____

(For office use only)

Account number: _____ Date processed: _____

Processed by: _____ Consultant Kit order number: _____

Processing Information:

Before submitting this Consultant Agreement, please make sure you have provided the following information:

- Social Security number
- county
- upline’s name, address and phone number
- personal signature in blue or black ink.

Submit your Consultant Agreement to Creative Memories by mail (if paying with check or credit card orders) or fax (credit card orders only). Your Agreement and the order for your Consultant Kit will be processed within two business days upon receipt. The Kit must be shipped to the New Consultant’s address. It will arrive in two to five business days. During this time, plan to observe some Get Togethers. Consultant Agreements must be received by 5 p.m. Central Time the last business day of the month to count for that month.

A confirmation of your start date and account number will be forwarded to you via e-mail or mail. It also will detail the ordering deadlines to achieve the Success Plan.

Be sure to discuss ordering benefits with your upline. The Consultant Order Form can be found on CMC-Network.

Fax: Fax Consultant Agreement to (800) 605-2454, 24 hours a day, seven days a week. Fax the front page with your credit card number for payment. The original copy does not need to be mailed after faxing the Agreement. Faxes must be received by 5 p.m. CT the last business day of the month to count for that month.

Mail: Send Consultant Agreement, order and payment to:

Creative Memories
Attn: Consultant Agreement
3001 Clearwater Road
P.O. Box 1839
St. Cloud, MN 56302-1839

Phone: Call (888) 227-6748 from 8 a.m. to 9 p.m. CT Monday through Friday. Consultant Service representatives are available and happy to assist you.

Internet: Place orders 24 hours a day on CMOonline via CMC-Network. (Exceptions: the first and last business days of the month.)



List the first 5 people you plan to ask to host Get Togethers.

Date	Host name	City, State
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____

Creative Memories Consultant Agreement

General Terms & Conditions

As a new Consultant, I understand and agree with Creative Memories, a division of The Antioch Company (referred to as "Creative Memories"), that our relationship will be governed by the terms of this Agreement as follows:

- 1. Definition of this Agreement** In addition to this document, my agreement with Creative Memories includes the Policy and Procedure Manual (the "Manual"), a copy of which I have read, as may be altered or amended from time to time. To the extent not reflected in those documents, my agreement with Creative Memories also requires me to employ integrity, honesty and responsibility while conducting business activities as a Consultant, including and without limitation, presenting and promoting Creative Memories products and Career Opportunity in a truthful manner. This document and the Manual constitute my agreement with Creative Memories (referred to as "this Agreement").
- 2. Independent Contractor Status** I am entering this Agreement as an independent contractor. I will have and maintain control of the manner and means of my performance under this Agreement. I will not be treated as an employee for federal or state tax purposes. I will be responsible for payment of all applicable income, self-employment and other taxes. I will not be eligible for and will not participate in any pension, health or fringe benefit plan sponsored by Creative Memories and will not be covered by its workers' compensation or unemployment insurance or retained coverage. I am not entering into a partnership or joint venture with Creative Memories, nor will I have power or authority to incur any debt, obligation or liability on its behalf.
- 3. Products Purchased from Creative Memories** I agree to have retail sales of \$500 or more of Creative Memories Products (exclusive of sales tax or Business Enhancer products) from the date the Agreement was accepted to the end of the next three calendar months. Orders can be cumulative during this period. Additionally, I agree that while this Agreement is in effect, I will order Creative Memories retail products with cumulative retail sales of \$500 or more within a consecutive three-month period. I will collect and, if I am required to do so, remit sales taxes in accordance with the Manual. In the event I fail to purchase \$500 within a consecutive three-month period, this Agreement will terminate automatically without further notice, unless I participate in the reactivation option set forth in the Manual.
- 4. Services to be Performed by Consultant** I will promote and sell Creative Memories products by personally conducting informational presentations using the Creative Memories system of direct sales. I will sell Creative Memories products only to ultimate consumers and will not sell or display Creative Memories products or conduct presentations in retail establishments or via electronic means, including television and the Internet other than those Consultant Web pages authorized through Creative Memories. I will provide to each consumer a written copy of the cancellation policy and promptly honor any notice of cancellation. I will inform my customers that Creative Memories offers a guarantee with respect to all Creative Memories products.
- 5. Use of Creative Memories Intellectual Property** While I am an active Creative Memories Consultant, Creative Memories grants me a limited, non-exclusive license to use its trademarks, service marks, trade names, patents and copyrighted materials (collectively, "Creative Memories Intellectual Property"). I may use Creative Memories Intellectual Property only (a) after obtaining written permission from Creative Memories prior to use, or (b) where the Creative Memories Intellectual Property appears on materials distributed by Creative Memories for use by Consultants. I agree to use only written, recorded or other promotional or advertising materials that have been produced, distributed and approved in writing by Creative Memories. All rights and licenses granted in or under this Agreement shall terminate automatically upon the termination of this Agreement.
- 6. Ownership and use of Confidential Information** I understand and acknowledge that Creative Memories owns all product and customer information and other data that Creative Memories may disseminate to me, or that I may compile in connection with my Creative Memories business, including, but not limited to, product purchase information, customer lists and profiles, potential customer and recruit leads, Consultant lists, distributor lists, operating and manufacturing procedures, product development information, financial data and marketing materials (collectively, "Confidential Information"). I further understand that all Confidential Information is confidential, that its disclosure in a manner inconsistent with this Agreement could cause great harm to Creative Memories and that I am prohibited from using it to promote or sell products or services other than Creative Memories products and services. I will not use or disclose Confidential Information to any person except in strict accordance with the terms of this Agreement. I will not use Confidential Information in connection with any other business during the period of, and after termination of this Agreement.
- 7. Non-Solicitation** During the term of this Agreement and for a period of one year thereafter I will not directly or indirectly, on my own behalf or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Consultant to terminate or alter his or her business relationship with Creative Memories. Additionally, for a period of one year after the termination of this Agreement, I will not own or operate a scrapbook, craft or sticker store or a related Internet business in a geographic location within 20 miles of my Creative Memories customers.
- 8. Photo Release** I grant Creative Memories and its agents or assigns a non-exclusive license to use, for any purpose, photographs submitted by me to Creative Memories. Any photographs taken of me at a Creative Memories event may be used by Creative Memories for any purpose. I waive my right to inspect or approve the eventual use that the photographs might be applied.
- 9. Termination of this Agreement**
 - a. Termination Without Cause. This Agreement is effective from the date of acceptance by Creative Memories and will be automatically renewed annually unless terminated by either party upon 30 days prior written notice to the other party.
 - b. Automatic Termination. This Agreement will terminate automatically as provided in paragraph 3.
 - c. Termination With Cause. Creative Memories may immediately terminate this Agreement without notice in the event of my death, insolvency, assignment for the benefit of creditors, or misrepresentation in or breach of any provision of this Agreement.

10. Events upon Termination of this Agreement

Upon termination of this Agreement,

- a. I will cease representing myself as a Consultant of Creative Memories and be ineligible to receive any unaccrued compensation or benefits as a Consultant.
- b. I will cease all use of Creative Memories Intellectual Property and Confidential Information and will cease holding Get Togethers, Workshops and presentations or otherwise displaying, offering for sale or selling Creative Memories Products. If I offer for sale or sell Creative Memories Products in violation of the foregoing sentence, Creative Memories will be entitled to recover from me \$5,000 as liquidated damages without having to prove actual harm.
- c. If requested by Creative Memories, I will return all Confidential Information to Creative Memories. Based on reasonable commercial terms, as specified in the Manual, I may return to Creative Memories' currently marketable inventory. (Refer to the Manual and the Consultant Guide for details.)

11. Transferability Neither this Agreement nor my Creative Memories business may be transferred or assigned by me or operated in partnership with any other person. Creative Memories may assign this Agreement at any time.

12. Entire Agreement: Amendment This Agreement supersedes all prior communications, understandings and agreements between the parties and contains the entire agreement between the parties. Creative Memories may amend this Agreement without prior notice, at any time, effective upon publication or transmittal of such amendment in official company publications, including Web site postings. In the event of any conflict between the terms of this Agreement or any other document and such amendment, the amendment shall control.

13. Indemnification/Offset I will indemnify and hold harmless Creative Memories and its agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys' fees) incident to my: (a) activities as a Consultant including, without limitation, any unauthorized representations made by me; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local law or regulation. Creative Memories shall have the right to offset any amounts owed by me to Creative Memories (including, without limitation, the repayment of commissions as a result of product returns) against the amount of any commissions or bonuses owed to me.

14. Cumulative Remedies/Waiver All rights, powers and remedies given to Creative Memories are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of Creative Memories to exercise any power or right under this Agreement shall constitute a waiver of such power or right. Waiver by Creative Memories can be effective only in writing by an authorized officer of Creative Memories.

15. Injunctive Relief Upon any breach of this Agreement by me, Creative Memories will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Because the remedy at law for any breach of any provision of this Agreement shall be inadequate, in addition to any other remedies in law or in equity that it may have, Creative Memories shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement. In addition, Creative Memories shall be entitled to its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.

16. Other Terms

- a. I have full legal capacity to enter into this Agreement in the state in which I reside. I agree to comply with all laws, rules and regulations governing the conduct of my business.
- b. There are no territorial restrictions on the conduct of my business within the United States, Puerto Rico, U.S. Virgin Islands or Guam.
- c. If I terminate this Agreement after the first three days following its effective date, I will be ineligible to reapply as a New Consultant for six months.
- d. If any portion of this Agreement is judicially determined to be invalid, that invalidity will not affect the remaining portion of this Agreement.
- e. The headings in this Agreement are inserted for convenience only and are not part of the Agreement.
- f. All written notices required by this Agreement to be given to me will be deemed received if delivered to my most current address on file with Creative Memories.

17. Governing Law/Venue/Arbitration This Agreement is entered into and is to be performed in material part in the State of Minnesota and accordingly will be construed under the substantive laws of the State of Minnesota. (Louisiana residents may choose Louisiana law.) Rules governing conflict of laws for all states do not apply. Except as set forth in the Manual, any claims or actions arising out of this Agreement will be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and all arbitration hearings will be held in St. Cloud, Minnesota. (Louisiana residents may arbitrate in New Orleans, Louisiana.) The party that prevails at arbitration will be entitled to reimbursement by the other party of its costs and expenses incurred in the arbitration, including, without limitation, the prevailing party's reasonable attorneys' fees.