



INDEPENDENT DESIGNER
APPLICATION AND AGREEMENT

Instructions:

- 1. Please print clearly in blue or black ink.
- 2. Fill out all required fields denoted by an asterisk (*).

Number assigned by
Home Décor Direct
Designer # _____

INFORMATION

First Name* _____ Middle _____ Last Name* _____

Address* _____

City* _____ State* _____ ZIP* _____

E-mail _____

Home Phone* (____) _____

Cell Phone (____) _____

Date of Birth* ____/____/____ **Must be 18+ years of age to apply** _____ Female _____ Male

Social Security Number or TIN (Taxpayer Identification Number)* _____

Sponsor's Name* _____

Sponsor's Designer ID # _____

1. I understand that I have the right to cancel my participation in this program at any time with or without reason by submitting written Notice of Cancellation to Home Décor Direct. I further understand and agree that Home Décor Direct may terminate this Agreement, with or without reason, upon 30 days advanced written notice to me.

2. I have read and agree to the terms and conditions on the back of this Application and Agreement.

My Activation Order including a total of \$ _____ wholesale is attached.

Applicant's Signature _____ Date ____/____/____

Fax Application to: 1-210-855-8553
Or Send by Mail to: Home Décor Direct, 1400 Currency Dr., San Antonio, TX 78219

Independent Designer

General Terms and Conditions

1. I understand that as a Home Décor Direct Independent Designer, I have the right to sell Home Décor Direct products in accordance with these Terms; I have the right to enroll persons in Home Décor Direct; I will support and train Associates who I sponsor; I will perform my obligations as an Associate with honesty, integrity, and responsibility and uphold all the Company values with customers and other Independent Designers.
2. Independent Designer agrees to sell directly to customers who are end users only. Independent Designer is not authorized to sell products to any retailer or other person for resale. I understand that display or sale of Home Décor Direct products in public, retail or service establishments of any kind constitutes a breach of the terms of this Agreement.
3. I agree that as an Independent Home Décor Direct Designer I am an Independent Contractor, and not a joint venturer with, franchisee, partner, agent, legal representative, or employee of Home Décor Direct. I understand that I shall not be treated as an employee with respect to federal, state or local tax purposes, or otherwise. It is my sole responsibility to abide by all federal, state and local laws as they relate to my Home Décor Direct business.
4. I agree to comply with Home Décor Direct Policies and Procedures, the Home Décor Direct Code of Beliefs, and the Home Décor Direct Privacy Policy, all of which are incorporated into and made a part of these Terms and Conditions (collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of any of the terms of the Agreement, to be eligible to receive commissions from Home Décor Direct.
5. I agree to protect the Home Décor Direct trademarks and trade name by obtaining written permission prior to any advertising (including, but not limited to, the internet). I agree that the Company may release my name and contact information in response to customer's request for an Associate in my area. I agree to notify the company in writing if I do not want this information released. I authorize Home Décor Direct to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
6. I understand that Home Décor Direct may modify the Agreement at its sole discretion. I agree to comply with any changes to the General Terms and Conditions to the Independent Designer Agreement that may be made by the Company.
7. If I fail to maintain my Home Décor Direct account, or if it is canceled or terminated for any reason, I will permanently lose all rights as a Home Décor Direct Designer. I shall not be eligible to sell Home Décor Direct products and services nor shall I be eligible to receive remuneration resulting from the activities of myself or my former downline sales organization. In the event of cancellation, termination or nonrenewal, I agree to waive all rights, 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.
8. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Home Décor Direct. Any attempt to transfer or assign this Agreement without the written consent of Home Décor Direct renders this Agreement voidable at the option of Home Décor Direct and may result in termination of my business.
9. I understand that if I fail to comply with the terms of the Agreement, or if I am in breach, default or violation of this 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.
10. Company agrees to sell products to Designer at the current wholesale prices as announced by the company. All orders submitted to the company by Designer shall include full payment in the form of check, cashier's check, certified check, money order, ACH or credit card made payable only to Home Décor Direct.
11. Company may change suggested retail prices, discounts, commissions, shipping and handling charges, contest rules and active status requirements at any time. Company will give Designer at least ten (10) days prior written notice of: a) any changes to contest rules and active status requirements; b) increases in suggested retail prices and shipping and handling charges; and c) decreases in standard discount and commission schedules. Written notice may be given by posting notice on the Company Web site(s).
12. Designer may cancel this Agreement within thirty (30) days after acceptance of the Agreement by Company, and upon return of Designer's original and unused Product to Company.
13. Home Décor Direct, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I waive all claims to, consequential and exemplary damages against Home Décor Direct and its affiliates. I further agree to release Home Décor Direct and its affiliates from all liability arising from or relating to the promotion or operation of my Home Décor Direct business and any activities related to it (e.g., the presentation of Home Décor Direct products or Home Décor Direct Career Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and I agree to indemnify Home Décor Direct and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
14. If any clause of this Agreement is held to be invalid or unenforceable, such clause 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.
15. This Agreement is subject to acceptance by Company at its corporate headquarters in San Antonio, Texas, through issuance of a Notice of Acceptance. Such acceptance is required for receipt of initial product by Independent Designer. Company reserves the right to deny any application. This Agreement shall be governed by the laws of the State of Texas as to all matters. The parties further agree that if any dispute or controversy arises between them concerning any matter relating to this Agreement that any issues which either party may elect to submit for legal jurisdiction shall be submitted to the jurisdiction of the courts of the State of Texas and the parties agree that the proper venue shall be Bexar County.
16. This Agreement shall be effective from the date of acceptance until December 31 of the same year and shall thereafter be automatically renewed each January 1, for additional terms of one year each. The Agreement may be terminated by either party effective immediately for any breach of its provisions or by either party at any time during the initial term or any renewal term by not less than thirty (30) days written notice.
17. This Agreement, in its current form and as modified by Home Décor Direct at its discretion, constitutes the entire contract between Home Décor Direct and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement have no force or effect.
18. A faxed copy of this Agreement shall be treated as an original in all respects.