

# Longaberger®

A U S T R A L I A

## LONGABERGER INDEPENDENT HOME CONSULTANT AGREEMENT FOR AUSTRALIA

Last Name	First Name	MI	
Preferred First Name	Tax File Number/ Driver's License Number		
Street Address			
City	State	Post Code	
Shipping Address (if different from above)			
City	County	State	Zip
E-mail Address		Date of Birth (d/m/y, optional)	
Home Phone Number	Work Phone Number	Extension	
Mobile Phone Number	Fax Number		

We are pleased that you have decided to join our team of Independent Home Consultants. There are certain obligations we must each meet in order to maintain a healthy working relationship and to ensure that each party and our customers are being treated fairly and honestly. Please read the following Agreement carefully, as it outlines what is expected of you and of us. Then sign the Agreement where indicated. If you have any questions, please contact your Sponsor or Consultant Support at 740.322.7800 or e-mail at [consultantcare@longaberger.com.au](mailto:consultantcare@longaberger.com.au)

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT. I AM AT LEAST 18 YEARS OF AGE.

Consultant Signature	Date
Accepted by Tami Longaberger, CEO of The Longaberger Company	Date
Sponsored by	Consultant Number

The Company is engaged in the sale of baskets, woodcrafts, pottery and home accessories (Products) under various trademarks, and the Consultant is an independent contractor who purchases the Products for resale to consumers on a direct sales basis according to the following terms and conditions:

### THE CONSULTANT AGREES:

1. To sell the Longaberger range of products to prospective customers.
2. To sell Products using the party plan system and direct selling channels as well as other Longaberger venues as described in the Company Guidelines section of the Home Consultant Handbook.
3. That all orders are subject to acceptance by the Company at its place of business, but the Consultant may cancel orders with the Company's consent subject to terms that reimburse the Company for any loss caused by the cancellation.
4. That the Consultant is an independent contractor and not an employee, agent or franchisee, joint venture, partner or owner of the Company, and that Consultant shall not be treated as an employee, agent or franchisee, joint venture, partner or owner of the Company. Consultant shall be fully responsible for all applicable taxes, license requirements, and fees related to Consultant's business.
5. To purchase a Business Kit. No commission on Business Kits is paid to anyone.
6. The Company will use email and phone to communicate with the Consultant to facilitate the ongoing contractual business relationship between the Company and Consultant.
7. That the Company's trademarks, service marks and copyrighted materials are owned solely by the Company and that use of such marks and materials by the Consultant must be in compliance with the Company's policies, as such may be amended by the Company from time to time. The Consultant further agrees that the Company has a proprietary interest in its customer lists/Consultant lists and other Confidential Information, as described in the Company Guidelines, and that the Consultant will not use or disclose such Confidential Information except as authorized by the Company.
8. That the Consultant shall not sell the Products outside of Australia and its' territories, the 50 United States and the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, British Columbia (Canada) and Ontario (Canada).
9. This Agreement cannot be assigned or transferred by the Consultant.
10. That the Consultant has no power or authority to incur any debt, obligation or liability on behalf of the Company.
11. To indemnify and hold the Company, its employees and agents harmless from damages resulting from actions or inactions by the Consultant or the Consultant's failure to abide by the terms of this Agreement.
12. To read and comply with this Agreement, the Company's Career Opportunity, Home Consultant Guidelines, myLongaberger.com and their successor documents or websites, the terms and conditions of which are incorporated herein by reference as part of the Agreement, and all of which may be amended or modified from time to time by the Company.

**THE COMPANY AGREES:**

1. That the Consultant shall not be required to pay any fee or make any purchase to become a Consultant, other than the purchase of the Business Kit.
2. To permit the Consultant to earn commissions on guest sales made by the Consultant and have the eligibility to earn additional commissions at other Longaberger venues as described in the Home Consultant Handbook.
3. To pay the Consultant a bonus on sales made by consultants sponsored by the Consultant in accordance with the Career Opportunity.
4. To provide the Consultant access to Products through various Consultant Programs.
5. To buy back the entire Business Kit at 100% of the Consultant's cost as well as any resalable inventory less any applicable setoffs or monies owed to the Company.

2. That this Agreement shall be governed by and interpreted according to the laws of Queensland.
3. That with respect to guest sales paid by credit card, the Consultant will earn commissions minus any applicable credit card processing and/or transaction fees charged by the Company.
4. That this Agreement is effective only after an authorised representative of the Company accepts the Agreement.

**BOTH PARTIES AGREE:**

1. That this Agreement constitutes the full agreement between the Consultant and the Company and that no additional promises, representations, guarantees or agreements of any kind are valid unless expressly amended in writing by an authorized representative of the Company.

**RENEWAL:**

1. This Agreement shall be in effect upon acceptance and may be renewed based on the terms and conditions in the Company's Home Consultant Guidelines.
2. This Agreement may be terminated at any time by either party upon written notice for a breach of any provision of this Agreement by the other party or by 30 days written notice without cause.

**SALES TAX:**

1. The consultant authorises the Company, on her/his behalf, except as otherwise required by applicable law, to collect and remit to the proper governmental agencies, sales tax included on the suggested retail price of product.

I have read the above Agreement \_\_\_\_\_ (initials)  
 For faster order processing please submit a Longaberger Payment Form.

**Business Kit Order Form**

Please indicate Business Kit: \_\_\_\_\_

Price of Kit \_\_\_\_\_  
 Shipping & Handling \_\_\_\_\_  
 Subtotal \_\_\_\_\_  
 Total Due \_\_\_\_\_

Please select your method of payment:  
 Cheque     MasterCard     Visa

Name on Card \_\_\_\_\_

Card Number \_\_\_\_\_ Expiration Date (month/year) \_\_\_\_\_

Your signature authorises Longaberger to charge your credit card (no debit cards please) for the price of the kit you selected, plus shipping and handling.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Office use only:**

Order Entry use only  
 Date Kit Processed: \_\_\_\_\_  
 Processed by: \_\_\_\_\_  
 New Consultant Number: \_\_\_\_\_

Accounting use only  
 Date Received: \_\_\_\_\_  
 Processed by: \_\_\_\_\_  
 New Kit Amount with tax \$ \_\_\_\_\_

**Please mail completed agreement to:**

The Longaberger Company, P.O. Box 3400, Newark, Ohio 43058-3400

**SECTIONS 1 AND 2 MUST BE COMPLETED**

**1. CONSULTANT INFORMATION**

Consultant Number \_\_\_\_\_ Phone Number \_\_\_\_\_  
Name \_\_\_\_\_ Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_

**2. TYPE OF ACCOUNT**

NEW  CHANGE  NO CHANGE

Personal Chequeing

Business Chequeing

Personal Savings

Financial Institution \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing/Transit Number (9 digits) \_\_\_\_\_

Account Number \_\_\_\_\_

*Please attach a voided cheque for the chequeing information or a deposit slip for the savings information.*

I hereby authorise The Longaberger Company, hereinafter called COMPANY, to initiate debit or credit entries to the account indicated above. This authority is to remain in full force and effect during the term of my agreement with COMPANY. I will be liable for any fees my bank may assess for the returns, as well as the COMPANY'S \$35 return payment processing for each payment returned to the COMPANY. Subject to applicable taxes.

I represent that the account above will be utilised for business purposes and the routing/transit and account numbers are accurate. If any of this information is inaccurate, I agree to reimburse the COMPANY for any charges assessed against the COMPANY because of the incorrect information. Failure to follow these instructions could result in a return payment processing fees for each order processed incorrectly.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

Important: Please contact your bank to verify the routing number(s) and account number(s) as these are Electronic Funds Transfers (EFT) which may require a unique routing number.

Mail or Fax this form to: Longaberger, PO Box 3400, Newark, OH 43058-3400 - Fax 740-322-7808 - NOTE: Faxing this information will expedite the set up time.