



**APPLICATION AND AGREEMENT**  
**Independent Sales Consultant ("Preparedness Coach")**

**APPLICANT INFORMATION**

Name (First, Middle, Last): \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Sponsor's Name: \_\_\_\_\_ Sponsor's Number \_\_\_\_\_

**ENROLLMENT KIT**

Each applicant must purchase a City Girl Prepper Enrollment Kit. Your Start Prepping Kit contains necessary tools and documents to help you get your City Girl Prepper business launched.

- A. Enrollment Kit: \$159.00
- B. Shipping & Handling \$ 30.00
- C. Subtotal (A + B) = \$189.00
- D. Sales Tax (.08% x C) \*\*+ \$12.72
- E. Total Due (C + D) = \$201.72

Mail the completed signed original Agreement to: Jennifer Stewart-Tai, City Girl Prepper, P.O. Box 2372, Los Alamitos, CA 90720 or email to [info@citygirlprepper.com](mailto:info@citygirlprepper.com)

Credit Card Number \_\_\_\_\_

Expiration Date (MM/YYYY) \_\_\_\_\_ Security Code \_\_\_\_\_

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

Billing Address \_\_\_\_\_

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

By signing below, I authorize City Girl Prepper to charge my credit card for all orders including the Start Prepping Kit and any orders with outstanding balances.

I have read the Terms and Conditions on the back of this Independent Sales Consultant Application and Agreement and agree to abide by all terms set forth in the Agreement. I understand that I have the right to terminate my City Girl Prepper independent business at any time, with or without reason, by sending written notice to City Girl Prepper at the address listed above. I will also submit a W-9 form with this agreement.

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

## INDEPENDENT SALES CONSULTANT APPLICATION AND AGREEMENT TERMS AND CONDITIONS

1. I understand that as a City Girl Prepper Consultant:
  - a. I have the right to offer for sale, City Girl Prepper products and services in accordance with these Terms and Conditions.
  - b. I have the right to enroll individuals in City Girl Prepper
  - c. If I meet certain requirements, I have the right to earn commissions pursuant to City Girl Prepper Agreement.
2. I agree to present City Girl Prepper products and services as set forth in official City Girl Prepper literature.
3. I agree that as a City Girl Prepper Consultant I am an independent contractor, and not an employee, partner, legal consultant or franchisee of City Girl Prepper. I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF CITY GIRL PREPPER FOR FEDERAL OR STATE TAX PURPOSES. City Girl Prepper is not responsible for withholding, and will not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have read and understand the Compensation Plan.
5. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for commissions, overrides and bonuses from City Girl Prepper. I understand that the Agreement may be amended at the sole discretion of City Girl Prepper, and I agree to abide by all such amendments. Notification of amendments will be provided. Amendments will become effective 30 days after publication, but amended policies will not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my City Girl Prepper business or my acceptance of bonuses or commissions after the effective date of any amendment will constitute my acceptance of any and all amendments.
6. If my Agreement is canceled or terminated for any reason, I understand that I will lose all rights as a Consultant. I will not be eligible to sell City Girl Prepper products and services nor will I be eligible to receive commissions, bonuses or other income resulting from the activities of my former Downline sales organization. In the event of cancellation or termination, I waive all rights I have, 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. City Girl Prepper reserves the right to terminate all Consultant Agreements upon 30 days' notice if City Girl Prepper elects to: (1) stop operating its business; (2) dissolve as a business entity; or (3) terminate distribution of its products through direct selling. I may cancel this Agreement at any time, and for any reason, by giving notice to City Girl Prepper.
7. I may not assign any rights under the Agreement. Any attempt to transfer or assign the Agreement without the express written consent of City Girl Prepper renders the Agreement voidable at the option of City Girl Prepper and may result in termination of my business.
8. I understand that if I fail to comply with the terms of the Agreement, City Girl Prepper may, at its discretion, impose upon me disciplinary sanctions as set forth in the Consultant Guidebook. I agree that City Girl Prepper may deduct, withhold, set-off or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to City Girl Prepper.

9. City Girl Prepper, its parent or affiliated companies, directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "affiliates"), will not be liable for, and I release and hold harmless City Girl Prepper and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless City Girl Prepper and its affiliates from all liability arising from or relating to the promotion or operation of my City Girl Prepper business and any activities related to it (e.g., the presentation of City Girl Prepper products or Career Path, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify City Girl Prepper for any liability, damages, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my business.
10. The Agreement, in its current form and as amended by City Girl Prepper at its discretion, constitutes the entire contract between City Girl Prepper and myself. Any promises, representations, offers or other communications not expressly set forth in the Agreement are of no force or effect.
11. Any waiver by City Girl Prepper of any breach of the Agreement must be in writing and signed by an authorized officer of City Girl Prepper. Waiver by City Girl Prepper of any breach of the Agreement by me will not operate or be construed as a waiver of any subsequent breach.
12. If any provision of the Agreement is held to be invalid or unenforceable, such provision will be severed, and the severed provision will be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.
13. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. In the event of a dispute between me and City Girl Prepper arising from or relating to the Agreement, or the rights and obligations of either party, the parties will attempt in good faith to resolve the dispute through nonbinding mediation, as more fully described in the Consultant Guidebook. I understand that City Girl Prepper will not be obligated to engage in mediation as a prerequisite to disciplinary action against me. If the parties are unsuccessful in resolving their dispute through mediation, the dispute will be settled totally and finally by arbitration, as more fully described in the Consultant Guidebook.
14. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to City Girl Prepper at its principal business address.
15. I understand that if I wish to bring an action against City Girl Prepper for any act or omission relating to or arising from the Agreement, I must bring the action within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time will bar all claims against City Girl Prepper for such act or omission. I waive all claims that any other statute of limitations applies.
16. I authorize City Girl Prepper to use my name, photograph, personal story and/or likeness in advertising or promotional materials, and waive all claims for compensation for such use, as more fully described in the Consultant Guide book.
17. A faxed copy of the Agreement will be treated as an original in all respects.
18. I am of sound mind and of legal age to enter into contracts.

## City Girl Prepper Compensation Plan

<b>CONSULTANT</b> <b>Commission Requirements</b>	Commission
<ul style="list-style-type: none"> <li>• Submit at least \$200 in Personal Volume (PV) every rolling 3 Months.</li> </ul>	<ul style="list-style-type: none"> <li>• 20% Commission on PV</li> <li>• 10% Commission on Blue Can Water products</li> <li>• Sell at least \$1000 PV during a calendar month and earn a 5% bonus on that month's sales.</li> <li>• Opportunity to earn free products in the Start Prepping program (For new Consultants.)</li> </ul>
<b>SENIOR CONSULTANT</b> <b>Commission Requirements</b>	Commission
<ul style="list-style-type: none"> <li>• Submit at least \$200 in Personal Volume (PV) every rolling 3 Months.</li> <li>• Have 1-4 team members</li> </ul>	<ul style="list-style-type: none"> <li>• 20% Commission on PV</li> <li>• 10% Commission on Blue Can Water products</li> <li>• Sell at least \$1000 PV during a calendar month and earn a 5% bonus on that month's sales.</li> <li>• 3% Override on each team member</li> </ul>
<b>DIRECTOR</b> <b>Commission Requirements</b>	Commission
<ul style="list-style-type: none"> <li>• Submit at least \$1,000 in Personal Volume (PV) each month.</li> <li>• At least 4 PEQAs who each submit at least \$250 PV a month</li> <li>• Minimum of \$3,000 in team sales each month (PV + team sales).</li> <li>• Promotion occurs following two consecutive months of meeting qualification requirements.</li> </ul>	<ul style="list-style-type: none"> <li>• 20% Commission on PV</li> <li>• 10% Commission on Blue Can Water products</li> <li>• Sell at least \$1000 PV during a calendar month and earn a 5% bonus on that month's sales.</li> <li>• 3% Override on each team member</li> </ul>

Please see Glossary for definition of terms. The Compensation Plan is subject to change at any time at the sole discretion of City Girl Prepper. Additional titles and levels will be added as City Girl Prepper grows. All Consultants will be given 30 days advance notice of any changes to the Compensation Plan.

## Glossary of Terms

**Active Consultant:** A Consultant who submits \$200 in Personal Volume (PV) in every rolling three-month period (look at current month and two months prior).

**Booking:** The act of scheduling party. Sometimes this term is used to reference a date scheduled to host a City Girl Prepper party.

**Consultant:** The first level of our Compensation Plan. Also used as a general term referring to independent sales field as a whole.

**Enrollment Date:** The date you submitted your agreement. It is "day one" for incentives, Start Prepping.

**Hostess:** A person who gathers friends together for a City Girl Prepper party. As a thank you for her time in inviting guests and hosting the event, she is eligible for City Girl Prepper dollars and half priced items. Consultants can be Hostesses. See Hostess Benefits Flier.

**Hostess Benefits Chart:** A tool to demonstrate the Hostess Benefits at various sales levels, including free products, half-priced items, Hostess Retail Discount, shipping and Hostess Exclusives.

**Hostess Coaching:** Preparing your Hostess for a successful party by keeping in touch with her and encouraging her to invite guests, following up with them, getting outside orders and helping your Hostess understand the Hostess Benefits Chart will motivate her to get her friends to attend her party.

**Hostess Credit:** Hostess earns City Girl Prepper dollars to spend on her order. All Hostess credit need to be used or will be forfeited. See Hostess Benefits Flier

**Hostess Half-Priced Items:** These items do not count toward retail sales of the party.

**Party:** A gathering of people, including a Hostess, where the Consultant sells City Girl Prepper products and offers the recruiting and hosting opportunities to the guests. The Hostess earns free products and receives many benefits for introducing her friends to the Consultant.

**Party Sales:** Also referred to as the Hostess Plan Base Amount, it is the product subtotal (not including shipping & handling and tax) and is used to determine Hostess Benefits.

**Personal Volume (PV):** The dollar value of the products sold by a Consultant, minus sales tax and shipping & handling charges. Consultants don't receive commissions on discounted purchases (e.g., Hostess Credit, Hostess half-price items, Hostess Exclusive items, add-on kits, and business supplies), sales tax and shipping & handling fees, and these amounts don't count toward Personal Volume totals.

**PEQA:** Personally Enrolled, Qualified and Active Consultant. This team member has personally been enrolled by you, has sold at least \$1,000 PV in career sales and continues to be active with the minimum product purchase during the rolling three month period.

**Qualified Consultant:** A Consultant who has sold at least \$1,000 PV during her career.

**Qualifying Party:** A party with a minimum of \$250 in retail sales and at least three buying guests. Hostesses start earning benefits once these requirements are met. See Hostess Benefits Flier

**Rolling Three-Month Period:** Refers to the period of time used to determine the active status of a Consultant. It is determined by looking at the current month's PV, combined with the PV of the prior two months.

**Shipping & Handling:** The amount charged for shipping is 12% on every party and customer retail order. If a guest has her order directly shipped, there is an additional \$4.95 charge. Business Supply orders are charged 6%; Enrollment Kits are charged a flat rate of \$30.

**Tax:** Tax is calculated based on the ship-to address zip code of the Hostess address or guest address if items will be directly shipped to the guest. Hostesses pay tax on Retail Purchases and Half-Priced Items, and any Shipping & Handling. Hostesses do not pay tax on items purchased with City Girl Prepper dollars.