

# Designed By You

Consultant No.: \_\_\_\_\_

## Design Consultant Agreement

**Information:** Date: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Driver's Lic. #: \_\_\_\_\_

Shipping Address (If different from Home Address): \_\_\_\_\_

Home Phone No.: \_\_\_\_\_ Cell Phone No.: \_\_\_\_\_ Date of Birth\*: \_\_\_\_/\_\_\_\_/\_\_\_\_  
\*Must be 18 years of age or older.

Your Social Security Number\*\*: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

\*\* This may be either a Social Security Number (SSN) or an Individual Taxpayer Identification Number (ITIN). The Company will not accept FEIN from partnerships or corporations. Either an SSN or an ITIN is required to avoid Internal Revenue Service statutory withholding on all commissions and prizes.

### Family Data:

Married? Yes: \_\_\_ No: \_\_\_ If yes, Spouse's Name (First and Last): \_\_\_\_\_

Do you have relatives who are employees of Designed By You (corporate employees) †? Yes: \_\_\_ No: \_\_\_

If yes, how many? \_\_\_\_\_ List Name(s) and relationship(s): \_\_\_\_\_

† The Company reserves the right to accept or terminate your Independent Jewelry Design Consultant Agreement based on your relationship with a Designed By You LLC employee.

### Sponsor Information (to be completed by your Recruiter / Trainer or the home office):

Recruiter / Trainer's Name: \_\_\_\_\_ Consultant No.: \_\_\_\_\_

Independent Sales Director's Name: \_\_\_\_\_ Unit No.: \_\_\_\_\_

### Your Signature:

By my signature below, I verify that the information above is correct. I understand the General Terms and Conditions of this Design Consultant Agreement, and I hereby accept those General Terms and Conditions and certify that I have the legal capacity to enter into this agreement. I understand that the recruiter whose name is on this Agreement, submitted to the Company with the Starter Kit payment, will ultimately be the one to receive any recruiter commission on my sales.

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

### Starter Kit Order

Starter Kit \$ \_\_\_\_\_

Optional Rolling Case \$ \_\_\_\_\_

Sales / Use Tax \$ \_\_\_\_\_

(Tax included where applicable.)

**TOTAL COST** \$ \_\_\_\_\_

### Shipping Instructions:

\_\_\_\_ Hand deliver to new consultant when training.  
\_\_\_\_ Ship Starter Kit to new consultant at home address.  
\_\_\_\_ Ship Starter Kit to other address: \_\_\_ Sales Director \_\_\_ Recruiter  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

MAIL TO: Designed By You LLC  
1302 Ferris Ave., Royal Oak, MI 48067

**Credit Card Information:** M/C  VISA  AMEX  DISC

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

Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ 3-Digit Security Code on Back: \_\_\_\_\_

Card Holder Signature \_\_\_\_\_

Other Payment:

Cash  Check  Money Order

**INDEPENDENT JEWELRY DESIGN CONSULTANT AGREEMENT**  
**GENERAL TERMS AND CONDITIONS**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Designed By You LLC, a Michigan limited liability company, whose address is 1302 Ferris Ave., Royal Oak, MI 48067 (the "Company"), and \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Consultant").

The Company and Consultant agree to the following:

1. The Consultant shall use his or her best efforts (and with the highest standards of integrity, honesty and responsibility) to: (i) schedule, coordinate, organize and run jewelry design parties for the purpose of providing consumers the opportunity to make jewelry using the Company's Jewelry Products (as defined below); and (ii) promote and sell the Jewelry Products and DBY Jewelry (as defined below) to consumers. Jewelry Products and DBY Jewelry may not be sold or displayed in retail sales or service establishments.
2. The Consultant shall only purchase Jewelry Products from the Company. Further, the Consultant shall purchase from the Company each calendar quarter at least Seven Hundred Fifty (\$ 750.00) Dollars of Jewelry Products. If minimum orders are not met, bonuses and commissions will not be awarded for that quarter. All orders submitted to the Company shall be accompanied by cash, credit card, cashier's or certified check, or money order made payable to "Designed By You LLC" for the full amount due. For purposes of this Agreement, "Jewelry Products" means that which is sold by Designed By You LLC.
3. The Company will furnish the Consultant, without cost, all copies of its available sales promotional materials and sample products, as the Company shall determine, in order to assist the Consultant in its sales efforts on behalf of the Company.
4. The Company shall determine the selling prices of Jewelry Products to the Consultant as well as the consumer and may from time to time provide the Consultant with new prices during the term hereof.
5. The Company shall have the sole right to change, modify or discontinue sales of any of the Jewelry Products, now or hereafter subject to this Agreement, and the Company shall incur no obligation or liability to the Consultant by virtue of any decision to continue, discontinue, change or modify in any manner any of the Jewelry Products.
6. All activities of the Consultant in the solicitation of orders for the sale of Jewelry Products shall be based on the instructions, quotations and terms of sale issued or communicated by the Company to the Consultant. Sales shall be in accordance with the prices and upon the payment terms, delivery terms, and other terms and conditions of sale established by the Company and in effect at the time of shipment of the Jewelry Products. The Company may at any time and from time to time, in its sole discretion, change the price and/or other terms pertaining to the sale of any of the Jewelry Products.
7. The parties agree that the Consultant is acting hereunder as an independent contractor. Under no circumstances and in no event shall the Consultant have any authority to bind or obligate the Company on any matter.
8. The Consultant, as an independent contractor, is responsible for all taxes, expenses, costs and disbursements which may be required in the performance of this Agreement and shall abide by all federal, state and local laws. The Consultant, as an independent contractor, is also solely responsible for the manner by which the Consultant performs pursuant hereto and the Company shall not exercise control thereto. The Company shall retain the right to question the results achieved by Consultant.
9. The Consultant will at all times maintain adequate insurance against liabilities which may arise under the worker's compensation or similar laws of each state in which its employees operate hereunder, as well as under any similar laws of the United States or regulations issued pursuant thereto, and maintain automobile liability and comprehensive liability insurance for injuries to third parties and their property in such amounts and subject to such deductible clauses and other terms as are customary for persons engaged in businesses the same as or similar to the business of the Consultant.
10. This Agreement may be terminated at will by either party with or without cause upon the giving of sixty (60) days prior written notice to the other party.
11. The Consultant shall not use in any manner any trademarks, imprints, or service marks of the Company ("Marks") other than Company published material, without express prior written consent of the Company. Further, the Consultant shall not, under any circumstances, acquire any property interest in any Marks or in any goodwill associated therewith. The Consultant shall do nothing anything to infringe, impeach or lessen the validity of the Marks.
12. If a provision contained in this Agreement is held to be invalid or unenforceable, this Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.
13. This Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws (excluding choice of law rules) of the State of Michigan. The Company and the Consultant agree that the laws of the State of Michigan have a reasonable relationship to the subject matter of this Agreement and that it is appropriate that this Agreement be construed, interpreted and enforced under those laws.
14. Any notice given pursuant to this Agreement shall be in writing and sent by certified mail to the party for whom it is intended to the address set forth above or to such other address as the party to receive the notice shall have designated by prior notice in writing to the other. Any notice given pursuant to this Agreement shall be deemed to have been given or made on the date on which the addressee receives the same.
15. The waiver of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Any waiver shall operate as a waiver only with respect to the specific matter involved and in no way shall extend to any further matter.
16. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and all prior and contemporaneous agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect.
17. This Agreement cannot be changed, modified or amended except in writing, signed by the party against whom enforcement of the change, modification, amendment or waiver is sought.
18. This Agreement may not be assigned by the Consultant without the prior written consent of the Company.
19. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, estates, successors and permitted assigns.
20. The Company may release the Consultant's name and telephone number in response to a customer's request for a consultant in Consultant's area.

The parties hereto have caused this Agreement to be executed by their authorized officers on the day and year indicated.

CONSULTANT:

COMPANY:

DESIGNED BY YOU LLC

\_\_\_\_\_  
[Signature]

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name]

Title: \_\_\_\_\_ Owner