

# Design Representative Agreement

## design representative information (please print)

your name: \_\_\_\_\_  
 your billing address: \_\_\_\_\_  
 city \_\_\_\_\_ state \_\_\_\_\_ zip code \_\_\_\_\_  
 telephone (primary) \_\_\_\_\_ (secondary) \_\_\_\_\_  
 email \_\_\_\_\_  
 social security number \_\_\_\_\_  
 date of birth \_\_\_\_\_

If you are working with an Ann Veronica Design Representative please enter the Representative's name here: \_\_\_\_\_  
 and their Representative number \_\_\_\_\_ (if not, leave blank).

I understand that to become a Design Representative, I will need to purchase an Ann Veronica Design Kit.

## Design Kit (please check one and complete kit order form)

- \$160 (plus tax and shipping) COLLEGIATE PACKAGE- (contains over \$325 in products and business materials)  
 OR  
 \$295 (plus tax and shipping) DEBUT PACKAGE- (contains over \$650 in products and business materials)  
 OR  
 \$495 (plus tax and shipping) DELUXE DEBUT PACKAGE- (contains over \$1,100 in products and business materials)  
 As a Student, 18 Years or Older, I Qualify for a 15% discount. (Proof is required.)

## METHOD OF PAYMENT (CHECKS MUST BE MADE PAYABLE TO ANN VERONICA)

- CHECK (or money order)
- CREDIT CARD \_\_\_\_\_  
 name on credit card \_\_\_\_\_ expiration date \_\_\_\_\_  
 security code \_\_\_\_\_  
 credit card number \_\_\_\_\_

*I agree to hold a **minimum of four** Ann Veronica Design shows once I receive my starter kit from Ann Veronica. (If you know your hostesses and design show dates, please complete.)*

<u>name</u>	<u>phone number</u>	<u>date of show</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

confirmation

*I confirm that the information I have provided is true and correct, and I confirm that I have accepted the terms and conditions of this Design Representative Agreement.*

your signature \_\_\_\_\_ date \_\_\_\_\_

**Send your agreement, order form & payment to:**

**Ann Veronica Design, Ann Veronica llc, 546 Shore Rd., Cape Elizabeth, ME 04107**

Ann Veronica Design, a division of Ann Veronica LLC., ("Ann Veronica") and the undersigned Ann Veronica Design Representative ("Design Representative") agree to the following terms and conditions of this Design Representative Agreement ("Agreement"):

1) **Definition of Product Line.**: The term "Ann Veronica Products" shall relate to any and all products, including products manufactured and designed by other companies for and sold by Ann Veronica. All of the following rules, restrictions, and terms apply.

2) **Sale of Ann Veronica Products and Recruitment Responsibilities**: I agree to promote and sell Ann Veronica Products to customers by holding design shows and share the opportunity with others as described in the Ann Veronica Design Opportunity and Training Guides, as amended from time to time. I will uphold, honor and protect the name and reputation of Ann Veronica and sell its products in an honest, sincere and professional manner.

3) **Commissions, Bonuses and Incentives**: I understand that I may be entitled to receive Commissions, Bonuses and Incentives as outlined in the Opportunity and Training Guides. As a Design Representative, I agree to purchase from Ann Veronica its demonstration design kit of products and agree to sell Ann Veronica Products on terms and prices outlined in the Design Representative Opportunity and Training Guides, but the company reserves the right to change commissions, bonuses and incentives with 30 days notice.

4) **My Duties as a Design Representative**: As a Design Representative, I agree to sell solely through design shows and not to sell Ann Veronica products over the internet or for resale in any public, retail or service establishment. I will not sell, promote or demonstrate products made personally by me. I understand that I am permitted to generate sales and recruit other Design Representatives anywhere in the United States without any specifically assigned territory.

5) **My Role as an Independent Contractor**: I agree to serve as a self-employed, independent contractor. As an independent contractor, I will be conducting my own business and will be responsible for filing all personal federal, state and local tax returns and paying my own income and self-employment taxes. Regarding sales taxes, Ann Veronica Design will collect and remit the sales taxes to the appropriate tax authorities on my behalf.

I will not be treated as an employee for any purpose, including unemployment compensation, workman's compensation or any other employment benefit program. No contract of employment, agency, franchise partnership or joint venture shall be created or deemed created by this Design Representative Agreement. With the sole exception of fulfilling sales orders, I have no power or authority to represent Ann Veronica, enter into any contracts, or incur any debt, obligation or liability on behalf of the company. I further agree to indemnify and hold harmless Ann Veronica and its Product Line companies from any liability or claim brought against the Company due to my negligent or wrongful conduct and compensate Ann Veronica for any and all relevant costs, including attorney's fees and court fees to defend any such claim or action.

6) **Ann Veronica Trademarks and Confidential Information**: I agree not to use, display or reproduce for any purpose Product Line trademarks, trade names and copyrighted materials without the company's prior written permission. Any other information provided to me (including but not limited to the Opportunity and Training Guides, marketing materials, price lists, etc.) is considered proprietary and confidential. Accordingly, I will not disclose or transfer any such Confidential Information to other persons or companies either during or after the terms of this Agreement.

7) **Non-Solicitation, Non-Compete**: I agree not to solicit, call upon, compete for, sell to, or take away any of the customers, suppliers, advertisers, Design Representatives or employees of Ann Veronica or its product partners during the term of this Agreement and for the period of two (2) years after termination of this Agreement, either in the United States of America or anywhere in the world.

8) **Yearly Renewal fee**: I agree to have \$20.00 deducted from my commission every year for my renewal fee.

9) **Other Terms & Conditions**: I am 18 years of age, and this Agreement is effective as of the date shown, shall have no fixed term and may be terminated by either party, with or without cause. This Agreement shall be governed and interpreted according to the laws of the State of Maine and may not be assigned or modified unless in writing signed by both parties.

**PLEASE RETAIN A COPY FOR YOUR RECORDS**