

HealthyPetNet™

4349 SW Port Way
 Palm City, Florida 34990
 Field Rep Services Phone: 772-781-7108
 Email: support@healthypetnet.com

New Agreement Amended Agreement

**FIELD REPRESENTATIVE
 APPLICATION / AGREEMENT**
**Mail Completed Application to Address
 at Left OR Fax to (toll-free): 877-329-8745**

NOTE: If you FAX this agreement, you MUST ALSO MAIL THE ORIGINAL to HealthyPetNet

Please print in CAPITAL LETTERS.

Date:

Social Security Number or Federal ID Number (If Federal ID Number is used, Attach Entity Addendum)

Last Name First Name M.I.

Company Name – If applicable (checks and correspondence will be made in this name)

Mailing Address – Include Street, Apt., Suite, or Building Number

City State Zip Code ^{3/4}

Shipping Address if different from above – include Street, Apt., Suite or building (ONLY THE U.S. POSTAL SERVICE SHIPS TO P.O. BOXES)

City State Zip Code ^{3/4}

Daytime Phone Number Evening Phone Number Fax Phone Number

E-Mail Address

CO-Applicant Information

Co-Applicant Information: Last Name First Name M.I.

Sponsor Information

Sponsor's HealthyPetNet ID# Sponsor's Last Name First Name

I hereby authorize HealthyPetNet to charge my method of payment listed below in the amount shown in the "Total" box for the HealthyPetNet. Starter Kit and Personal Replicator Site. I understand that my Personal Replicator Site Monthly Access Fee is billed one month in advance. I also understand that the Monthly Maintenance Fee of \$10.95 is an ongoing monthly fee that will be billed to my method of payment listed below for as long as I participate in the HealthyPetNet Personal Replicator Site program. By signing the Applicant Acknowledgement, I accept and agree to the above stated terms. (A Personal Replicator Site may be cancelled at any time.) **SEE REPLICATOR SITE SIGN-UP FORM ON PAGE 5.**

*HealthyPetNet is required by law to collect and remit sales or use tax on the suggested retail price in all states except AK, DE, HI, MT, NH, OR and Puerto Rico.

	Price
Starter Kit	\$19.95
Plus Local Sales Tax	
Shipping & Handling (via Priority Mail)	\$5.00
TOTAL	

METHOD OF PAYMENT

AMEX MasterCard Visa Discover

Bank Check Personal Check (payable to HealthyPetNet)

Credit Card Information Exp. Date

Cardholder's name as it appears on the card

Applicant Acknowledgement

My signature below indicates that I have read, understand and accept all terms and conditions of this Field Representative Agreement, and all policies that are incorporated into this agreement.

Applicant Signature _____ Date _____

Co-Applicant Signature _____ Date _____

Cardholder's Signature

Please make a copy for your file and send the original to HealthyPetNet 06/04

HEALTHYPETNET FIELD REPRESENTATIVE TERMS OF AGREEMENT

I understand and agree to the following:

1. HealthyPetNet (herein after referred to as "HealthyPetNet") Commission Structure, Policies, and Replicator Site Terms of Agreement, which I have carefully read, are incorporated into and made a part of, and are collectively referred to as the "Agreement," and constitute the entire agreement between HealthyPetNet and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect.
2. I understand that these Terms and Conditions, the Policies, Replicator Site or the Commission Structure may be amended from time to time, and I agree that any such amendment will apply to me. It is the responsibility of each Field Representative to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of the Agreement. Amendments shall be published on the HealthyPetNet web site and shall be effective upon publication. If a Field Representative does not have access to the Internet, he or she can call Field Support and an agent will fax or mail the most recent copy to that Field Representative. The continuation of my HealthyPetNet distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
3. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies), this Application/Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies (current form or as subsequently modified), the Policies shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.
4. No other promises, representation, guarantees or agreements of any kind shall be valid unless in writing and signed by HealthyPetNet and myself.
5. If applying as an entity (partnership, corporation or business trust), I have the legal right to represent the entity in this Agreement, and I have attached to this Application a HealthyPetNet Entity Addendum form.
6. Upon acceptance of this Application by HealthyPetNet("company") at its offices in Palm City, Florida, I will become an Independent HealthyPetNet Field Representative ("Representative"), with the right to sell HealthyPetNet products and services, and benefit from the HealthyPetNet Commission Structure. HealthyPetNet reserves the right to approve or decline any Application at its discretion.
7. I may not assign any rights or delegate any duties under this Agreement without the prior written consent of HealthyPetNet. Any attempt to transfer or assign this Agreement without the express written consent of HealthyPetNet renders this Agreement voidable at the option of HealthyPetNet and may result in termination of my HealthyPetNet business.
8. HealthyPetNet is not responsible for any Application and/or funds not delivered directly to the company. Should an Applicant allow another person to forward his or her Application/funds to HealthyPetNet, it is at their own risk.
9. No purchase or investment is necessary to become a HealthyPetNet Representative, other than the purchase of a HealthyPetNet Starter Kit* and contains HealthyPetNet's Policies, Commission Structure, and marketing materials not for resale
10. Becoming a HealthyPetNet Representative does not constitute the sale of a franchise or security. As a HealthyPetNet Representative, I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of HealthyPetNet.
11. I am not authorized to and will not incur any debt, expense, obligation, or open a checking account on behalf of, for, or in the name of HealthyPetNet.
12. I shall control the manner and means by which I operate my HealthyPetNet business, subject to my compliance with this Agreement.
13. I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance phone and other expenses.
14. I SHALL NOT BE TREATED AS AN EMPLOYEE OF HEALTHYPETNET FOR FEDERAL OR STATE TAX PURPOSES. HealthyPetNet is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by sales tax collection agreements between HealthyPetNet and all appropriate taxing jurisdictions, and all related rules and procedures.
15. Neither HealthyPetNet nor any HealthyPetNet Field Representative has made any claims to me of guaranteed earnings that might result from my efforts as a Representative, nor will I make such claims to others.
16. The term of the Agreement is one year from the date of HealthyPetNet's acceptance of the Application. Each Field Representative must renew his or her Agreement each year by paying an annual renewal fee on or before the one-year anniversary with HealthyPetNet. HealthyPetNet will automatically renew an active Field Representative's agreement on their one-year anniversary using the most current payment information. If a Field Representative chooses not to renew their agreement or does not wish to have their credit card or electronic funds transfer automatically processed, they must notify HealthyPetNet at least 7 days in advance of their anniversary date. Field Representatives who wish to pay for their renewal fee by personal check must do so before their one-year anniversary. Upon payment, the renewal fee is non-refundable. If the renewal fee is not paid within 30 days from the anniversary date, the field Representative will lose all rights under the Agreement and the HealthyPetNet Commission Structure.
17. Before marketing HealthyPetNet products or services (including the Internet) and sponsoring others into HealthyPetNet, I will familiarize myself with the Policies and the Commission Structure.
18. I will represent the HealthyPetNet Commission Structure fairly and completely, emphasizing that retail sales are a requirement, and that no fee can be derived from the mere act of sponsoring.
19. I do not hold, nor will hold, a beneficial interest in any other Field Representative's HealthyPetNet business, with the exception of my spouse, under whom I may be directly sponsored on this Application, or whom I may directly sponsor.
20. Violation of any terms of this Agreement may result in disciplinary action, including monetary fines, suspension or termination of the Agreement. If this Agreement is terminated for any reason, voluntarily or involuntarily, I understand that I will permanently lose my rights as a Field Representative, including rights to my downline organization, bonuses and commissions pursuant to the Commission Structure.
21. In order to be eligible to receive bonuses and commissions, I must develop and service customers. At least 70% of my "Personal Volume" must be sold to my customers. I will not purchase products solely to qualify for commissions or bonuses.
22. I must provide support to HealthyPetNet Field Representatives whom I sponsor, and who are in my commissionable downline.
23. If any provision of this Agreement is found to be invalid, illegal or unenforceable, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, illegal or unenforceable provision(s) never comprised a part of the Agreement.
24. Field Representatives must attempt to resolve directly with HealthyPetNet's corporate office any claim, dispute, or other difference they may have with the company. If found not to be resolvable to the satisfaction of either party, all disputes and claims relating to HealthyPetNet, the Representative Agreement, the Commission Structure or its products and services, the rights and obligations of an independent Field Representative and HealthyPetNet, or any other claims or causes of action relating to the performance of either an independent Representative or HealthyPetNet under the Agreement or the HealthyPetNet Policies shall be settled totally and finally by arbitration in Palm City, Florida, or such other location as HealthyPetNet prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except as set forth in the HealthyPetNet Policies, or unless the laws of the state in which I reside expressly prohibit the consensual jurisdiction and venue provisions of this Agreement, in which case its laws shall govern. If a Representative files a claim or counterclaim against HealthyPetNet, a Representative shall do so on an individual basis and not with any other Representative or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. If any legal action is brought to enforce the terms and conditions of the Agreement, the prevailing party (as determined by the arbitrator or the Court) shall be entitled to its costs and expenses (including reasonable attorneys' fees) in addition to any other relief to which it may be entitled. This agreement to arbitrate shall survive any termination or expiration of the Agreement
25. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision 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.
26. I understand that I have the right to terminate my distributorship at any time, with or without reason. I agree that such termination must be in writing or email.* Does not apply to non-profit organizations.

HEALTHYPETNET REPLICATOR SITE TERMS OF AGREEMENT

Upon subscribing to HealthyPetNet's Replicator Site, HealthyPetNet's Independent Field Representative (hereinafter "Representative") hereby agrees to the following:

(1) Representative agrees to the terms of payment for the Replicator Site as set forth on the Replicator Site sign-up page, which follows this document.

(2) All HealthyPetNet Independent Field Representatives must comply with the policies set forth in HealthyPetNet's Policies Manual. Following are portions of those Policies, which specifically address use of the Internet:

Internet Anti-Spam Policy

Field Representatives may not transmit information advertising or promoting HealthyPetNet, its products, compensation plan or any other aspect of the company using Spam. Information transmitted by a third party on behalf of a Field Representative shall be considered to have come from the Field Representative.

What Is Spam?

Spam can take 3 forms: email, Usenet and message board.

Email Spam

Email spam, also referred to as unsolicited email, spam email, bulk email, mass email, junk email, is any form of unsolicited email that is addressed to a recipient with whom the initiator does not have an established business or personal relationship and is not sent at the request of, or with the express consent of the recipient. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Field Representative and a person on the basis of:

An inquiry, application, purchase or transaction by the person regarding products and/or services offered by such Field Representative; or

A personal or familial relationship, which relationship has not been previously terminated by either party.

Usenet and Message Board Spam

Usenet and message board spam are messages sent or posted which are either:

Unrelated to the topic of discussion on that particular message board; or
Forbidden by the rules of the message board or Usenet group.

Opt In Lists

Opt-in lists are lists consisting of the email addresses of people that have expressly requested to receive emails about certain topics of their choice. Field Representatives are advised to use caution when dealing with opt-in lists, especially if the list was not compiled by the Field Representative, but has been purchased from a third party. If a Field Representative chooses to use an opt-in list, it is at their own risk. The Field Representative must ensure that:

There is proof that the people opted in to the list. If there is a spam complaint from a list member and there is no proof that can be furnished that the complainer opted in to the list, the Field Representative will be held responsible, regardless of what he was told by the opt-in list company.

The people opted in to a topic that is directly related to a HealthyPetNet product line in some fashion. Examples of related topics would be health and wellness topics, pet nutrition, home based business and holistic cat food. Even when the topic appears to be related, care should always be taken not to offend the list members with the content of the email. For example, a Field Representative would probably get many complaints for offensive material by sending an email about our dog food to a list of people that believe in a raw food diet for their dogs.

The Field Representative should always contact Field Support if there is any question about this or any other Internet related issue.

Field Representative must be sure the opt-in company will sell their lists to network marketing companies. Many list companies will not knowingly sell their lists to network marketing companies because the people on the list can get deluged with emails about the same company.

HEALTHYPETNET REPLICATOR SITE TERMS OF AGREEMENT

Opt Out Lists

With an opt-out list, a person's email address is obtained and placed on an email mailing list without their prior permission, and the individual is then required to request removal from the list if they do not wish to receive emails sent to the list. Opt-out lists are not acceptable. Requiring somebody to specifically request removal from a mailing list they never asked to be on to prevent solicitation will be considered spamming and is a violation of our Anti-spam policy.

Retailing on the Internet

(1) When promoting your HealthyPetNet Replicator Site, all promotional language and graphics must be submitted to HealthyPetNet for approval before use. This includes but is not limited to newsletters, newsletter ads, banners, promotional emails, web pages and links to your Replicator Site.

(2) HealthyPetNet makes no warranties of any kind, expressed or implied, including any implied warranty of merchantability or fitness of the services provided for a particular purpose. HealthyPetNet shall not be responsible for any damages suffered by the Representative, including, but not limited to, loss of data from delays, non-deliveries, mis-deliveries, or service interruptions caused by HealthyPetNet's own negligence or the Representative's errors and or omissions. The Representative shall provide all telephone and other equipment necessary to access HealthyPetNet systems. HealthyPetNet reserves the right to modify the service terms, standard rates and operating procedures to establish usage priorities and to discontinue all or any part of the provided services at anytime. The Representative is responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for accuracy of data input and output and maintaining a means external to HealthyPetNet's system for the reconstruction of any lost data. HealthyPetNet is not responsible for service interruptions beyond its control, including acts of nature or service interruptions by its suppliers.

(3) The Representative agrees to indemnify and hold harmless HealthyPetNet from any claims resulting from the Representative's use of the site.

(4) Use of any information obtained via this service is at the Representative's risk. HealthyPetNet specifically denies any responsibility for the accuracy or quality of information obtained through its services. The Representative agrees to protect and treat as confidential all HealthyPetNet proprietary information, including access codes and IDs provided by HealthyPetNet for its system. Sharing of IDs/accounts is expressly forbidden. If a Representative believes his or her access ID/password has been compromised, immediate e-mail or telephone notification must be provided to HealthyPetNet. The Representative may be held responsible for all acts/communications initiated or authorized by that account ID until receipt by HealthyPetNet of such notice.

(5) All Representative data shall be treated as outlined in our Privacy Statement. All data will be released only to those individuals authorized by the Representative or upon service of a valid court order.

(6) Neither party shall be liable to the other, except as set forth in Paragraph (3) above, for any loss, damage, liability, claim or expense arising out of or in relation to this Agreement or the provision of service or equipment, however caused, whether grounded in contract, tort (including negligence) or theory of strict liability. The parties agree to work in good faith to implement the purposes of this Agreement but recognize the network connection and services to be provided by HealthyPetNet could not be made available under these terms, or other similar terms, without a substantial increase in cost if the parties were to assume a greater liability to each other.

(7) HealthyPetNet adheres to commonly practiced Internet etiquette and requires its Representatives to do so. If a Representative violates etiquette when presenting the HealthyPetNet products and/or opportunity, it could result in termination of the Representative's HealthyPetNet business, and/or prosecution to the fullest extent of the law.

(8) Clicking on the "Accept" button on the Replicator Site sign-up page, confirming the purchase of a replicator site, constitutes acceptance of these terms and conditions. Both parties agree to accept electronic mail as legally binding documentation for billing and notification purposes. This Agreement will be performed in and governed by the laws of the State of Florida.

(9) HealthyPetNet Replicator Site setup charges and monthly fees are non-refundable.

HEALTHYPETNET REPLICATOR SITE SET-UP FORM

Please enter the name you would like to use to identify your HealthyPetNet Personal Replicator Site, i.e.; if your name is John Doe then enter johndoe, if your name is Mary Smith then enter marysmith, etc. This name will become part of your URL as shown here, i.e.;

http://www.healthypetnet.com/johndoe
or
http://www.healthypetnet.com/marysmith

This will be the URL you give to people to locate your site. If the name have already been used, we will contact you and you can choose another name.

Rep Site URL Name: http://www.healthypetnet.com/ _____ (1st choice)

_____ (2nd choice)

Please complete the information below:

Name: _____

Email Address: _____

Phone Number: _____

FAX Number: _____

Your Replicator Site will be operational within two (2) business days from the date HealthyPetNet receives this form. Call 1-877-387-4564 to determine if your replicator site is operational or log onto your site.

Once your Replicator Site is operational, you have the option of placing a photo and text on your home page. Log onto your site, click on the Purchase link and enter your I.D. # and password then click on the Edit Replicator Site link.

FAX THIS FORM TO 772-781-7282.



HealthyPetNet Application / Agreement Dog Breeder/Kennel Program Addendum

Following are HealthyPetNet™ Dog Breeder/Kennel Program requirements and information:

1. Only HealthyPetNet Independent Field Representatives and Affiliates are eligible to participate in this program.
2. Participants must fax or mail this form along with their breeders paper to HealthyPetNet (Fax: 772-781-7282 or mail HealthyPetNet, 4349 SW Port Way Palm City, FL 34990).
3. Kennels must fax or mail this form along with their business license to HealthyPetNet (Fax: 772-781-7282 or mail HealthyPetNet, 4349 SW Port Way Palm City, FL 34990).
4. Prior to placing your first order, HealthyPetNet must be in receipt of the appropriate forms stated above.
5. The purchase price of 40 lb. bags of Life's Abundance Premium Health Food for Dogs for Breeder/Kennel Program members is \$29.95 plus tax and shipping. The item number is 401040 and the CS is \$6.00 per bag. Orders for the breeder bags can only be processed by phone (877-387-4564) or fax (772-781-7282). This item is not available online.
6. Breeder/Kennel Program 40 lb. bags are **NOT FOR RESALE**. Resale is strictly prohibited and against HealthyPetNet policy. HealthyPetNet Field Representatives who are found to resell Breeder/Kennel Program 40 lb. bags will be subject to disciplinary action, including termination of their HealthyPetNet business.
7. Due to significant Breeder/Kennel Program cost discounts, HealthyPetNet is unable to accept product returns. All sales are final.
8. HealthyPetNet will be updating this Program as we develop more data.

Please check the appropriate box:

- Breeder paper attached.
- Kennel business license attached.

HealthyPetNet I.D. # _____

Name _____

Signature _____ Date _____

Email address _____

Sponsor name _____

HealthyPetNet™ 06/04



HealthyPetNet Application / Agreement Cat Breeder Program Addendum

Following are HealthyPetNet™ Cat Breeder/Kennel Program requirements and information:

1. Only HealthyPetNet Independent Field Representatives and Affiliates are eligible to participate in this program.
2. Participants must fax or mail this form to HealthyPetNet. (Fax: 772-781-7282 or HealthyPetNet
3. 4349 SW Port Way Palm City, FL 34990
4. Prior to placing your first order, HealthyPetNet must be in receipt of the appropriate forms stated above.
5. The purchase price of 40 lb. bags of Life's Abundance Premium Health Food for Cats for the Breeder Program members is \$45.95 plus tax and shipping. The item number is 405040 and the CS is \$6.00 per bag. Orders for the breeder bags can only be processed by phone (877-387-4564) or fax (772-781-7282). This item is not available online.
6. Breeder Program 40 lb. bags are **NOT FOR RESALE**. Resale is strictly prohibited and against HealthyPetNet policy. HealthyPetNet Field Representatives who are found to resell Breeder/Kennel Program 40 lb. bags will be subject to disciplinary action, including termination of their HealthyPetNet business.
7. Due to significant Breeder Program cost discounts, HealthyPetNet is unable to accept product returns. All sales are final.
8. HealthyPetNet will be updating this Program as we develop more data.

HEALTHYPETNET I.D. # _____

Name _____

Signature _____ Date _____

Email address _____

Sponsor name _____