

Consultant Agreement Form

Welcome to Everything Happy! We are so excited you made the decision to join the Everything Happy team, and we are here to encourage you to reach your goals. You will be rewarded with outstanding financial benefit opportunities and a flexible career. You are just four easy steps away from beginning your career with Everything Happy!

Step 1- Consultant Information

Date _____ Name (First) _____ (Middle) _____ (Last) _____

Address _____ Apt. # _____ City _____

County _____ State _____ Zip Code _____ Social Security Number _____

Birthday _____ E-mail _____

Home Phone _____ Cell Phone _____

Step 2- Starter Kit Order

A Consultant must sell \$1,000 to become a "Qualified" Consultant*. By signing this agreement you agree to submit at least \$1,000 in sales. We encourage you to hold your first six parties in your first month to meet the Happy Start goals. Please thoroughly list your first six parties below to be on your way to success with Everything Happy.

Date	Hostess Name	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*A Consultant will begin earning commission immediately on any sales made. Once the Consultant becomes "Qualified" they will be eligible for extended Career Path benefit tiers as well as downline inclusion. Everything Happy encourages new Consultants to list their first six parties to prepare their business for immediate success, however this information is not required to complete the Consultant Agreement.



Step 3 - Payment Information

Credit Card Type _____ Credit Card Number _____

Expiration Date _____ Name on Card _____

Billing Address _____

Billing City _____ Billing State _____ Billing Zip Code _____

Step 4 - Authorization

Signature _____ Date _____

Recruiter's Signature (If recruited by existing Consultant) _____

Referring Consultant ID# _____

You will receive more than \$300 in products for \$99 + Shipping (8% + \$4*) = Subtotal \$111 + Local Sales Tax (____%) = Grand Total: \$ _____

Return this form and payment using one of the methods below:

1. Mail to: Everything Happy, 6659 Pearl Road, Suite 400, Parma Heights, OH 44130
www.everythinghappy.com (440) 545-2355
2. Fax to: 440-756-0717
3. Email to consultants@everythinghappy.com

\$99
Starter Kit



Terms and Conditions of Consultant Agreement

A. As a Everything Happy Consultant, I understand and agree:

1. I will promote and sell Everything Happy, an Ohio corporation ("Company"), products to Customers by regularly holding gift parties. I will not sell Company products on the Internet or in any public, retail or service establishments. I will not sell Company products for resale. I will present Company products in a truthful, sincere and honest manner, and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility in keeping with the reputation of the Company.
2. I will protect the Company's trademarks and trade name by not reproducing the Company's name and/or trademarks or copy any of the Company's materials for use in any advertising without the prior written approval of the Company.
3. As a Consultant, I am an independent contractor and not an agent or employee of the Company. This Agreement does not create an employer/employee relationship, agency, partnership or joint venture between myself and the Company. I cannot act on behalf of, represent or conclude any contracts on behalf of the Company. I do not have any authority to incur any debt, obligation or liability on behalf of the Company.
4. In general, I will not be treated as an employee for federal or state tax purposes. I am responsible for filing all necessary tax returns and reports required by all state and federal taxing authorities (except sales tax), including income and self-employment taxes. The tax laws differ from state to state.
5. I will present the Company's business opportunity in a truthful manner. I will accept recruiting responsibilities by ensuring that any prospective recruit is the age of 18 years or older.
6. I will submit product orders to the Company accompanied by full payment by credit card. I understand that all orders are subject to acceptance by the Company.
7. I understand that information and materials provided to me contain confidential and proprietary information of the Company. I will not use, disclose or reproduce these materials for anything other than my Everything Happy business without the express written consent of the Company.
8. I authorize the Company to deduct commissions, overrides or other amounts due me, amounts owed by me to the Company that are due at the time of the deduction.
9. I will demonstrate or sell only Company products at my Everything Happy parties. I will not demonstrate or sell any other products, including any products made personally by me, as part of my Everything Happy business, at any Everything Happy party or at a Company sponsored event or meeting.
10. I will permit the Company to release my name and telephone number in response to a Customer request for a Everything Happy Consultant in my area unless I notify the Company (Everything Happy, 6659 Pearl Road, Suite #400, Parma Heights, OH 44130) that I do not want such information released. I also agree that the Company reserves the right to assure continued service to Customers if I cease to be an active Everything Happy Consultant.

B. The Everything Happy Company agrees and understands:

1. Company will pay Consultant commissions based on sales of Company products submitted by Consultant.
2. In addition to commissions, Company will provide additional awards and privileges to "active" Consultants. An "active" Consultant is a Consultant who submits commissionable product sales of at least \$200 in a three (3) consecutive month period. Company may, in its sole discretion, grant waivers of the personal sales requirement.
3. Company will pay a qualified Consultant with two or more qualified, personally recruited Consultants overrides based on sales of commissionable Company products (to Customers) submitted by such Consultants.
4. Company will calculate and pay commissions and overrides in accordance with the then current Company-published commission and override schedules. Company may change commissions, overrides, incentive program rules and active sales requirements at any time with thirty (30) days prior written notice to the Consultant.
5. Company will not impose on Consultant any geographical territories or limits relating to sales and recruiting of Consultant in the United States, Puerto Rico and other territories of the United States.
6. Upon termination of this Agreement by the Consultant, Company will refund to Consultant 90 percent of Consultant's purchase price on any unused and resalable product samples or inventory purchases within 6 months of the date of termination should Consultant return such products.
7. Company will reinstate a Consultant to "active" status if, within 12 months of inactivity, Consultant submits minimum commissionable sales orders totaling \$200 in one month.

C. General

1. This Agreement is subject to acceptance by the Everything Happy Home Office in Parma Heights, Ohio, and conditioned upon the receipt of a Starter Kit.
2. This Agreement is effective for 12 months from the date of acceptance. It is automatically renewed for additional terms of one year.
3. Either party may terminate this Agreement for breach, or for any reason. Should the Consultant decide to terminate the agreement, the company requires a 30 day written notice.
4. This Agreement cannot be altered, modified or changed through any suggestions, advice, guides or sales aids provided by the Company. It can only be altered, modified or changed in writing issued by an authorized Company representative.
5. This Agreement shall be governed by the laws of Ohio as to all matters.
6. All New Consultant Kits shipping to Alaska, Hawaii or any U.S. Territory will be charged an additional \$55 for shipping and handling. All other Orders shipped to these locations will have a shipping charge of 18% (plus \$4 for separate ships). This charge must be made to cover the extra costs of shipping outside of the Continental United States.
7. I understand that I will have my own personal website and a newsletter, FREE, for three months (Coming Soon!). These will be provided automatically, unless I cancel my subscription before the 4th month. After the 3rd free month, I understand that I will be billed automatically and charged \$9.95 monthly for the service.

\$99 Starter Kit

You will find the products available below as the current Enrollment Kit.

Starter kit substitutions may be made depending on product availability

Item 1: Small 18" Lovie Happy Blankie - [Chase](#)

Item 2: Medium 36" Lap Happy Blankie - [Wiggle](#)

Item 3: Large 50" Full Size Happy Blankie - [Tumble](#)

Item 4: Happy Pillow - [Garfield](#)

Item 5: Happy Pals - [Flip, Stomp and Tobias](#)

Item 6: Happy Threads Bodysuit - [Rumble](#)

Item 7: Happy Threads T-Shirt - [Giggle](#)

Item 8: 25 Everything Happy Catalogs

Item 9: 50 Everything Happy Order Forms

Item 10: Everything Happy Inspirational DVD

Item 11: Exclusive Everything Happy Consultant Vehicle Decal

Item 12: 10 Hostess Contact Cards

Item 13: 15 Hostess Flyers

Item 14: 10 Recruit Contact Cards

Item 15: 15 Recruit Flyers

Item 16: 50 Party Invites

Item 17: 25 Note Cards

