



## BUSINESS DISTRIBUTOR APPLICATION

Vargas Studios/BodypaintUSA.com • 582 66th St. West New York, NJ. 07093 • fax 646 657-1469

### DISTRIBUTOR INFORMATION:

Please fill out and print

If you would like to register your distributorship under your place of business, the name of your business must go in the section below.

ASSIGNED ID NO.	
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**BUSINESS NAME**

		SS or TAX ID#
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**APPLICANT**

FIRST NAME	MI	LAST NAME	<input type="checkbox"/> COMPANY <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	click & SELECT YOUR PROGRAM OPTION
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**PHONE FAX & E-MAIL**

PHONE	FAX	E-MAIL
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### MAILING ADDRESS

STREET ADDRESS
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CITY	STATE	ZIP	COUNTRY (If foreign)
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### SHIPPING ADDRESS (Complete only if different from above)

STREET ADDRESS
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CITY	STATE	ZIP	COUNTRY (If foreign)
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Distributor Info: (Where applicant will be placed)	FIRST NAME	MI	LAST NAME	ID NO.

The undersigned hereby applies for becoming a Distributor of Vargas Studios/BodypaintUSA.com and acknowledges that he/she:1. Shall abide by and be subject to the terms and conditions of the Distributor Agreement set forth on this Application and the Policies and Procedur 2. Shall be entitled to purchase product from Vargas Studios/BodypaintUSA.com, and enjoy benefits available to all Distributors, in accordance to Vargas Studios/BodypaintUSA.com Distributor Agreement;3. Must fax the original copy of this form back to Vargas Studios/BodypaintUSA.com for processing and filing purposes after filing out this form accurately and completely.5. The term of this Distributor Agreement shall commence on the Date of Acceptance indicated below and shall terminate upon the Anniversary Date if not renewed or, if not terminated sooner as provided in the Agreement, or upon the mailing of a written termination notice. Distributor has received, read, understands, agrees to be bound by the terms, conditions of this Agreement, all documents referred to herein, as such may be amended upon acceptance by the company and documentation should be confidential

The undersigned acknowledge that each is authorized to sign any document necessary to conduct business with Vargas Studios/BodypaintUSA.com, and is liable for all contracts entered into with Vargas Studios/BodypaintUSA.com

\_\_\_\_\_  
Authorized Signature for Distributor

\_\_\_\_\_  
Date

LEVEL	PERCENTAGE WHEN YOU PURCHASE	DISCOUNT PERCENTAGE EARNED
LEVEL A	\$10,001 - \$20,000	Wholesale Price + 10% disc
LEVEL B	\$5,001 - \$10,000	Wholesale Price ( 50% disc)
LEVEL C	\$2,501 - \$5,000	40% disc.
LEVEL D	\$1,001 -2,500	30% disc.

**IVARGAS STUDIOS/BODYPAINUSA.COM AGREEMENT WITH TERMS & CONDITIONS**

This Agreement is made between Vargas Studios/Bodypaintusa.com, with a principal place of business at 582 66th ST. Westr New York., NJ. 07093 and is in the business of selling bodypaint products, cosmetics, and complimentary accessories. Vargas Studios/Bodypaintusa.com agrees to sell products under the terms and conditions of this agreement. Vargas Studios/Bodypaintusa.com reserves the right to cancel this agreement within fifteen (15) business days from the date of the agreement.

1. Distributor/applicant may not promote or sell Requirements/Agreement

Must be 18 years of age, in the US, and have a social security identification number to apply or a tax ID number.

**INDEPENDENT VARGAS STUDIOS/BODYPAINUSA.COM AGREEMENT WITH TERMS & CONDITIONS**

This Agreement is made between Vargas Studios/Bodypaintusa.com, with a principal place of business at 582 66th ST. Westr New York., NJ. 07093 and is in the business of selling bodypaint products, cosmetics, and complimentary accessories. Vargas Studios/Bodypaintusa.com agrees to sell products under the terms and conditions of this agreement. Vargas Studios/Bodypaintusa.com reserves the right to cancel this agreement within fifteen (15) business days from the date of the agreement.

3. All orders will be submitted with a full payment. Every order is subject to acceptance by Vargas Studios/BodypaintUSA.com

4. Applicant agrees that she/he is not an employee, partner, agent, or principal of Vargas Studios/BodypaintUSA.com while this agreement is in effect.

Applicant agrees she/he is not entitled to the rights or benefits afforded to Vargas Studios/BodypaintUSA.com employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Applicant is responsible for paying when due all income taxes, including estimated taxes, incurred. Upon request, Applicant will provide Vargas Studios/BodypaintUSA.com with proof of timely payment.

Applicant agrees to indemnify Vargas Studios/BodypaintUSA.com for any claims, costs, losses, fees, penalties, interest, or damages resulting from applicant's failure to comply with this provision.

5. Applicant/distributor is not authorized to and will not incur any debt, expense or any obligation on behalf of Vargas Studios/BodypaintUSA.com other than under the terms of this Agreement.

6. All proprietary trade marks, copyrights, logos, customer lists, product information, product formulas, company operating documents, financial documents and promotional material are property of Vargas Studios/BodypaintUSA.com. Independent distributors under the terms of this agreement shall not disclose this information except under the terms and conditions of this agreement.

7. Distributor represents that she/he is able to fulfill the requirements of this agreement.

8. Vargas Studios/BodypaintUSA.com reserves the right to change, product prices, discounts with a written thirty (30) notice.

9. Applicant/Distributor agrees to represent Vargas Studios/Bodypaintusa.com in a truthful, honest and responsible manner.

10. Unless otherwise terminated as provided in this agreement, this agreement will continue in effect for a period of one (1) year, with automatic yearly renewal on the anniversary date of this agreement subject to review.

11. Notwithstanding any other provision of this agreement, the distributor or Vargas Studios/BodypaintUSA.com may terminate this agreement at anytime by giving 15 days' written notice to the other.

12. If distributor defaults in the performance of this agreement or materially breaches any of its provisions, Vargas Studios/BodypaintUSA.com may terminate this agreement by giving written notification to the Distributor a. Termination will take effect immediately on receipt of notice from Vargas Studios/BodypaintUSA.com or five days after mailing of the notice, whichever occurs first.

13. Non-Disclosure of Confidential Information. Dsitrributor hereby agrees not to use or disclose any Confidential Information provided to them by or obtained from Vargas Studios/BodypaintUSA.com for any reason including their own use for any purpose except to carry out the terms and conditions of this agreement.

14. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of New Jersey. Distributor agrees that this agreement is governed by the laws of the State of New Jersey and any legal action concerning this agreement shall be brought in the state and federal courts located in West New York, NJ.

15. This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by the Distributor for Vargas Studios/BodypaintUSA.com and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

16. If the Distributor dies or becomes permanently incapacitated and unable to fulfill the terms and conditions of this agreement, any moneys or commissions due the Distributor from Vargas Studios/BodypaintUSA.com under this agreement as of the date of death or incapacitation will be delivered to the Distributor's executors, administrators, heirs, personal representatives, successors, agents, and assigns. Distributor executors, administrators, heirs, personal representatives, successors, agents, and assigns agree to continue the terms and conditions of this agreement.