



EDUCATIONAL CONSULTANT APPLICATION AGREEMENT AND KIT REQUEST FORM

NEW EDUCATIONAL CONSULTANT NO.

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Please complete in full - **print in black ink**. Send completed forms by:
FAX: (925) 447-0132 MAIL: Discovery Toys, 6400 Brisa Street, Livermore, CA 94550

Order # _____

Original signed agreement must be mailed or faxed to Discovery Toys.

MY INFORMATION	MY RECRUITER'S INFORMATION
First Name: _____ Middle Initial: _____	Recruiter's EC#: _____
Last Name: _____	Recruiter's Name: <u>Billie Elias</u>
Preferred First Name: _____	Recruiter's Telephone Number: <u>(212) 533 - 2914</u>
Phone Number: _____	Recruiter's Signature: _____
Residence Address: _____	Date: _____
City: _____	
State: _____ Zip: _____ Tax Rate _____ %	
Mailing Address(if different): _____	
Social Security Number: (required) _____	
E-mail address: _____	
Kit Shipping Address (if different): Name: _____	
Address: _____	
City: _____ State: _____ Zip: _____ Tax Rate: _____ %	

TO START MY BUSINESS

My Grand Opening Date is: _____
 My first 6 parties are:

Hostess	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Purchase price does not include sales tax and delivery). **DISCOVERY TOYS RESERVES THE RIGHT TO SUBSTITUTE KIT ITEMS OF EQUAL OR GREATER VALUE.**

Instant Kit # _____

By my signature, I agree to be bound by the terms and conditions of this Application-Agreement as set forth on both sides of this document. Information provided is true and accurate. Kit and Reward Program details have been explained.

Signature: _____

Date: _____

PAYMENT IN FULL: I elect to pay the kit(s) purchase price by check, money order, VISA®, MASTERCARD®, DISCOVER®, or AMERICAN EXPRESS® Card today. I have completed the Math Box through Line 4 and have attached payment.

CREDIT CARD DEFERRED PAYMENT OPTION: I elect to pay the pre-established deposit for the kit(s) by VISA®, MASTERCARD®, DISCOVER®, or AMERICAN EXPRESS® card today. I have completed the Math Box through Line 6. The remaining balance due will be charged to my credit card in two equal monthly installments.

Card Type: VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Credit Card# _____

Exp. Date _____

Auth. # _____

Cardholder Name _____

Signature _____

DELIVERY

I ELECT TO PURCHASE THE FOLLOWING KIT:	KIT PRICE	CONTIGUOUS UNITED STATES	OTHER
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL	_____	_____	_____

MATH BOX

1. KIT PRICE TOTAL	\$	
2. DELIVERY TOTAL (FOB Shipping Point)	+	
3. SALES TAX _____ % X LINE 1+ LINE 2 (For all taxable states EXCEPT ID, IA, IL, MA, NJ, OK, UT and WY) _____ % X LINE 1 (For ID, IA, IL, MA, NJ, OK, UT and WY)	+	
4. TOTAL DUE (LINE 1 + LINE 2 + LINE 3)	= \$	
5. DEPOSIT ENCLOSED	-	
6. BALANCE (LINE 4 - LINE 5)	= \$	

Home Office Copy

Discovery Toys, Inc.
Educational Consultant Application-Agreement

Upon acceptance of this application by Discovery Toys, this application becomes a binding legal agreement and I will become an authorized Discovery Toys Independent Educational Consultant.

1) I understand and agree that by my signature I acknowledge that my recruiter is my official recruiter of record, and my Educational Consultant file will always reflect this fact. Discovery Toys will not agree to the transfer of the Independent Educational Consultant to another recruiter and/or Group Manager subsequent to the acceptance of this Application-Agreement by Discovery Toys.

2) I understand and agree that I am an independent contractor and not an employee of Discovery Toys for any purpose including, but not limited to, federal, state and local taxes. I am responsible for expenses incurred by my business, including sales tax, income tax and self-employment tax. Discovery Toys does not provide me with Worker's Compensation insurance, unemployment compensation or any other employee-type benefit. I understand that I have the responsibility of collecting sales tax from the retail customers at the time of sale.

3) I understand and agree that as an Independent Educational Consultant, I am entitled to all the benefits of the position in accordance with the policies and procedures of Discovery Toys as they are modified and published from time to time in any company-authorized publications.

4) I understand and agree that I need to purchase the kit of Discovery Toys orientation materials in order to become an Independent Educational Consultant. I am not required to maintain inventory.

5) I understand and agree that an Educational Consultant Application-Agreement for an Educational Consultant who fails to meet the stated selling requirements for an active consultant shall be deemed to be terminated.

6) I understand that I am entitled to cancel participation as an Educational Consultant with Discovery Toys at any time and for any reason upon notice to the company. Upon notification of cancellation or termination, the sponsoring consultant or the company will repurchase inventory and mandatory sales kit materials in accordance with its policies as stated in the Company's current authorized publications.

7) I understand and agree that I will apply my best efforts toward the promotion and sale of DISCOVERY TOYS® products and the Discovery Toys opportunity. I will promote the Discovery Toys name in a manner favorable to me and to Discovery Toys. I understand and agree that I am free to sell DISCOVERY TOYS® products and recruit Independent Educational Consultants anywhere in the United States and its territories.

8) I understand and agree that I will present DISCOVERY TOYS® products in accordance with the product descriptions in any company-authorized publications. I will not misrepresent or minimize information on safe and proper use of any and all DISCOVERY TOYS® products. I will present the Discovery Toys Compensation Plan in accordance with the descriptions and guidelines set forth in any company-authorized publications.

9) I understand and agree that I will comply with the Discovery Toys policies and procedures as set forth in any company-authorized publications as modified and published from time to time. I will comply with the Discovery Toys trademark, telephone listing and advertising guidelines and use the name, trademarks and logo of Discovery Toys only as specifically authorized.

10) I understand and agree that Discovery Toys is committed to the in-home demonstration and related methods of sale as providing the most benefit to parents concerned about child development and to Independent Educational Consultants dedicated to establishing successful businesses. Accordingly, I will not sell to or through retail stores or other fixed commercial outlets.

11) I understand and agree that I am solely responsible for the maintenance of my account with Discovery Toys and will remit all payments due in a timely fashion. Should my account go to collections, I am solely responsible for any legal fees incurred by Discovery Toys in the collection of my account.

12) I understand and agree that Discovery Toys will defend and hold me harmless from any claim of damage or injury from the use of a DISCOVERY TOYS® product. Discovery Toys will not defend and hold an Independent Educational Consultant harmless from a claim of damage or injury arising from usage recommended by the Independent Educational Consultant contrary to Discovery Toys written information for safe and proper use of that DISCOVERY TOYS® product.

13) I understand and agree that Discovery Toys is dedicated to the growth and success of each Independent Educational Consultant's business and will not arbitrarily terminate this Educational Consultant Application-Agreement. However, Discovery Toys does reserve the right to terminate this Application-Agreement at any time, if I misrepresent DISCOVERY TOYS® products by making claims contrary to the authorized product literature, or discrediting the Discovery Toys name, or failing to comply with any clause of this Application-Agreement, or failing to comply with any published Discovery Toys policy or procedure, or for any other cause. Only Discovery Toys and I may terminate this Application-Agreement. I may terminate immediately with written resignation.

14) I understand and agree that Independent Educational Consultants shall not sell non-company products to other Discovery Toys consultants or in any way promote to Discovery Toys consultants opportunities in marketing programs of other companies, except with prior written approval from Discovery Toys. I may not promote or sell other products at Discovery Toys events, or use Discovery Toys forms or printed material, or its prestige or drawing power in conjunction with or in support of other selling activities. In addition, I agree that for a period of one year after termination from Discovery Toys; I shall not directly or indirectly solicit consultants or customers of Discovery Toys or otherwise engage directly or indirectly in raiding activities with respect to consultants and customers of Discovery Toys.

15) I understand and agree that the terms and conditions of this Application-Agreement take precedence over any other presentations made to me by other parties.

16) I understand and agree that this Application-Agreement shall be governed by the laws of the State of California, any disputes or actions shall be brought in the State of California. Should any provision herein be deemed unenforceable, the remainder of this agreement shall remain in effect. I certify that I am at least 18 years of age and am a permanent resident of the United States or one of its territories.

17) I understand and agree that this Application-Agreement is not transferable.