



EVERLASTING WATERLESS CAR WASH INDEPENDENT DISTRIBUTOR APPLICATION

EWCW
11206 Lake June Rd
Mesquite Texas 75180

Phone#: 214-404-2086
Fax #: 214-484-5538

Please complete all required fields legibly

NEW DISTRIBUTOR SPONSOR PLACEMENT

Enter sponsors ID#: _____ No Sponsor _____

Primary Applicant

Name: _____

Phone #: _____ Cell #: _____

E-Mail: _____

Primary Residence

Street: _____

City: _____ State: _____

Zip: _____ Country: _____

SHIPPING INFORMATION (if different from above)

Street: _____

City: _____ State: _____

BUSINESS INFORMATION

Zip: _____ Country: _____

Company Name: _____

Federal ID or Tax # _____

NEW DISTRIBUTOR SPONSOR PLACEMENT

For office use only

SPONSORS INFORMATION

Name: _____ Date: _____

Sponsors ID #: _____ 1st Levels ID #: _____

PAYMENT METHOD

Visa ___ Master Card ___ American Express ___ Discover ___

Name on Card: _____

Card #: _____

Exp Date: _____ / Security # (on back of card) _____

Signature: _____

Cash Amount _____ Check # _____

\$35 fee for all returned checks

INDEPENDENT DISTRIBUTOR START-UP KIT

Annual Membership ___ \$50.00 includes a 26 oz bottle of Everlasting Waterless Car Wash and a 16 oz bottle of Tire Shine. Distributors can purchase all EWCW products at wholesale price.

BUSINESS INFORMATION

You have the right to cancel this agreement according to the written guidelines contain in the EWCW® Everlasting

Waterless Car Wash policies and procedures regardless of reason by sending written notice of cancellation at any time to the EWCW Everlasting Waterless Car Wash home office.

I have read the Everlasting Waterless Car Wash Independent Distributor Agreement and agree to the terms within.

Signature: _____

Date: _____

For office use only

ASSIGNED DISTRIBUTOR INFORMATION

Distributor ID # _____

Processed by: _____ ID# _____

EVERLASTING WATERLESS CAR WASH INDEPENDENT DISTRIBUTOR TERMS OF AGREEMENT

In accordance with the terms and conditions contained in this Independent Distributor Application and Agreement (hereinafter collectively "Agreement"). I hereby submit this agreement to become an EVERLASTING WATERLESS CAR WASH Independent Distributor (hereinafter "ID") for EVERLASTING WATERLESS CAR WASH® (hereafter EWCW®).

1. Upon acceptance of this Agreement by EWCW, I understand that I will become an ID for EWCW and be eligible to participate in the selling and distribution of EWCW's goods and services to receive commissions in connection with such sales in accordance with EWCW's terms and conditions of this Agreement, Policies and Procedures and Compensation Plan (collectively the "Agreement").

2. I understand that as an ID for EWCW I will not demonstrate, retail or distribute to any individual at any time any product that claims to be waterless and is used in a means similar to EWCW's or any other product retailed by EWCW. I further understand that I will not be able to introduce, hold meetings, or in any other manor coerce individuals into any opportunity that is similar in it's conduct and product to EWCW's products. If I choose to undertake the business option of detailing vehicles as part of my membership in with EWCW, I understand that I am only to use products directly from EWCW. The use of any other WATERLESS CAR WASH AND SHINE PRODUCT required to clean a vehicle will constitute on my part intent to break this contract. I understand if I do conduct any activity aforementioned in this section that I will instantly be removed from membership with EWCW and that my status will be instantly revoked and all benefits, down-line relationship and compensation owed, pending, or future will be instantly cancelled.

3. I understand that as an ID I am an independent contractor, not an employee, agent, franchisee, joint venture or partner of EWCW. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF EWCW FOR FEDERAL OR STATE TAX PURPOSES. I further understand and agree that I will not be treated as an employee of EWCW with respect to country, provincial, municipal and local tax purposes and Unemployment Laws, Revenue Canada Income Tax Act and all federal, state, provincial, or local laws, statutes, ordinances, rules or regulations that govern the activities of a EWCW Independent Distributor.

4. I understand that I will make no claims or warranties of any kind including, but not limited to, any claims for earnings or benefits concerning it's products/services, other than those included in EWCW literature. I will not make product service claims, which are not stated, in official Company literature and I am not permitted to create my own literature, sales aids or training materials without consent from the company.

5. I understand and agree that remuneration will consist solely of commissions and bonuses relating to the sale of other output derived from sales to ultimate consumers.

6. If I fail to pay for products/services, EWCW is authorized to withhold the appropriate amounts from my commission and bonus checks or credit card/electronic checking accounts, if any, which I have authorized the Company to charge. If payment owed is not made, I understand that I may, at the Company's discretion. Lose my marketing organization and future commissions and bonuses, and may be placed on inactive status by the company for an indeterminate period. EWCW will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, receiving agreements, or other necessary information. Any unclaimed commissions 60 days after expiration will be forfeited.

8. I understand that I am not required to make any purchase in order to become an ID, other than a Distributor Kit and membership (which is optional in those states where such purchase is considered a franchise fee).

9. I understand and agree that EWCW, in its sole discretion may make modifications to the terms and conditions of this Agreement, the Policies and Procedures, the Compensation Plan, EWCW literature and product prices. I further agree that my acceptance of any commissions, bonuses and/or overrides or the continuation of my business constitutes my acceptance of all such amendments.

10. I understand that the acceptance of this Agreement does not constitute the sale of a franchise and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement. In addition, I understand that EWCW goods may not be sold/ shipped/ distributed outside of the country in which the goods were received from EWCW.

11. I understand and agree that because of the personal nature of this Agreement, it may not be transferred or otherwise assigned without the prior approval and written consent of EWCW. Any unauthorized assignment of rights or delegation of duties shall render the Agreement voidable at EWCW's option.

12. This Agreement constitutes the entire agreement between parties and no other promises, representation, guarantees or agreements of any kind shall be valid unless in writing. If any provision herein is held to be invalid, all other provisions shall remain valid and enforceable.

13. The term of this Agreement is one (1) year. I understand that I must renew this Agreement on each annual anniversary date of this Agreement. I understand the proper renewal process is set out in the EWCW Policies and Procedures.

14. I understand and agree that either party to this Agreement may terminate this Agreement by giving notice to the other party in writing, with or without cause. This Agreement is governed by the laws of the state of Texas and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of Dallas County, Texas, for all disputes not subject to Arbitration. If however, the law of the state in which I reside expressly requires jurisdiction and venue rest within the state of any residence, jurisdiction and venue shall be determined by such law.

15. I understand and agree that EWCW's Policies and Procedures and Compensation Plan in their current form and as may be amended from time to time by EWCW's sole discretion are incorporated by reference into, and form an integral part of, this Agreement and together these documents constitute the entire Agreement between the parties hereto. I have read all of the documents comprising the Agreement and agree to adhere to all provisions.

16. I understand that I must comply with the U.S. Federal Regulation laws as well as EWCW's Policies and Procedures regarding the use of the Internet. I understand what is commonly known as spamming is prohibited.

You may CANCEL this transaction, without any penalty or obligation, within FIVE BUSINESS DAYS from the date of this application. Upon cancellation any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of the cancellation notice, and any security interest arising out of the transaction will be cancelled. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation Notice or any other written notice, or send a telegram to EVERLASTING WATERLESS CAR WASH **11206 Lake June Rd, Mesquite TX 75180** no later than midnight of the third (3RD) business day following the date set forth herein.

I _____ accept the terms of this agreement.
(Print First and Last Name)

_____/_____
Signature Date