

New Angel #

# New Angel Application

**A Complete and Signed Independent Contractor/Angel Agreement Must Accompany This Form (page 4).**

Name \_\_\_\_\_ Date \_\_\_\_\_  
LAST FIRST MIDDLE

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Shipping Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ County \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (PO Box if Applicable) \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ County \_\_\_\_\_ Zip Code \_\_\_\_\_

Sales Tax Rate in Shipping Area \_\_\_\_\_ Is your shipping address inside  
 or outside the city limits?  Inside  Outside

Daytime Phone (\_\_\_\_) \_\_\_\_\_ If this is a work #, are you allowed  
 to receive phone calls there?  Yes  No

Evening Phone (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_

Primary E-mail Address \_\_\_\_\_

Have you been a demonstrator/marketer/owner of any other rubber stamp/scrapbooking company?  Yes  No

If so, which one(s) were you a part of? \_\_\_\_\_ About how long? \_\_\_\_\_

Are you currently a demonstrator/marketer for any other company? \_\_\_\_\_

If so, which one(s) are you a part of? \_\_\_\_\_ About how long? \_\_\_\_\_

Tell us about yourself. List any hobbies, interests, skills & training: \_\_\_\_\_

Have you previously applied to become an Angel Company™ Demonstrator? \_\_\_\_\_

If so, what is the reason for your return? \_\_\_\_\_

## Recruiter Details

Name \_\_\_\_\_ Angel # \_\_\_\_\_  
LAST FIRST MIDDLE

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

**Questions? Call (785) 820-9181 or E-mail us at [tac@theangelcompany.net](mailto:tac@theangelcompany.net)**

**mail to: The Angel Company™ | 405 Saturn Ave. | Salina, Kansas 67401  
 phone: (785) 820-9181 | fax: (785) 827-5101**

## For Office Use Only

Application approved by \_\_\_\_\_ Date \_\_\_\_\_

theangelcompany™

# Angel Starter Kit Form

Date of Order

(Effective July 6, 2009 )

## Angel Starter Kit

(Retail Value: Over \$275.00)

YOUR COST \$150

This kit contains all of the following:

(Excludes shipping and handling. Excludes applicable sales tax.)

### Business Supplies:

	Catalogue Bundle (10)	\$27.50
	Current Stamp of the Month (SOTM)	
T-3273	Everyday All Day Booking Stamp Set	\$11.00
153	Order Forms (100)	\$9.95
157	Recruit Brochures (10)	\$5.95
180	FUNshop Invitations	\$5.95
158	The Angel Company™ Policies Manual	\$5.00
156	The Angel Company™ Logo Stamp	\$2.50

### Foundation Collections:

V-290	8.5" x 11" Premium White Cardstock	\$7.95
V-845	Penelope Soar with It Collection™	\$4.95
V-704	Natalee™ Accordion Album Kit	\$6.95

★ You also receive 5 of our exclusive Angel Company™ Paper Collections, excluding all R-coded collections. Please fill out the blanks below with the name of the paper collections and their codes.

Item	Price	Selection	Code
Select 1 Classic Soar With It Collection™	\$19.95		
Select 1 Soar With It Collection™	\$4.95		
Select 1 Soar With It Collection™	\$4.95		
Select 1 Wing It Collection™	\$5.95		
Select 1 Designer Collection™	\$5.95		

### Stamping Supplies:

G-515	Acrylic Mounting Starter Kit	\$14.50
TT-220	Noir Black Palette™ Ink Pad	\$6.50

★ Please fill in the blanks with your choices for the following products. Select Stamp Sets (excluding all R-coded stamps) with the same price as in the Price column.

Item	Price	Selection	Code
Select 1 Set of Markers	\$29.95	Tombow™ Brights Markers	F-01
Select 1 Stamp Set	\$5.95		
Select 1 Stamp Set	\$7.95		
Select 1 Stamp Set	\$10.95		
Select 1 Stamp Set	\$10.95		
Select 1 Stamp Set	\$15.95		
Select 1 Stamp Set	\$19.95		
Select 1 Stamp Set	\$19.95		

### Shipping & Handling Rates:

UPS Ground	\$20.00	S/H to Alaska or Hawaii	\$45.00
3 Day Select	\$45.00	S/H to Guam, Puerto Rico	
2 Day Select	\$65.00	APOs & FPOs	\$45.00

Subtotal **\$150.00**  
 Shipping & Handling  
 (see rates chart to the left)

Sales Tax \_\_\_\_\_%

TOTAL DUE: \_\_\_\_\_

# Angel Quick Start Incentive

All new first time Angels will be able to participate in the Angel Quick Start Incentive Program. The purpose of this incentive is to provide additional rewards to an Angel during their first 120 days as an Angel that help her get her business off to a strong start.

During her first 60 days, the Angel is able to receive cash bonuses for achieved personal sales levels. During the second 60 days, an Angel can receive product bonuses. Here is how the program works and the rewards for the New Angel:

Time Period	Personal Sales	Reward
First 60 Days	\$1,200	\$100 Check
Second 60 Days	\$1,200	\$120 Product Certificate (Retail)

In addition to providing quick start rewards to the new recruit, the Career Plan also provides a benefit to the recruiting Angel. This benefit is to reward the recruiter for helping the new Angel get a good jump start in their new business. For every new Angel who achieves the first 60 day quick start milestone, the recruiting Angel will receive a cash reward of \$50.

For credit card authorization, fax to (785) 827-5101 or cut on dotted line and mail to 405 Saturn Ave., Salina, Kansas 67401

## Credit Card Authorization

You, and the following Cardholder, hereby authorize us to charge any amounts you owe us during or after the term of this Agreement to the following credit card:



Date \_\_\_\_\_

Name \_\_\_\_\_

Cardholder's Name \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

Credit Card # \_\_\_\_\_ V-Code \_\_\_\_\_

Expiration Date \_\_\_\_\_ Billing Zip Code \_\_\_\_\_

Do you want this card placed on file?  YES  NO

*\*On future orders please submit last 4 digits of card and v-code for security purposes. Thank you!*

# Independent Angel Agreement

**1. You certify that you are at least 18 years of age.**

**2. Your Independent Demonstrator Status.** You are considered an independent contractor for federal, state and local tax purposes, as opposed to an agent or employee. At the end of each year you will receive IRS Form 1099 that reports your earnings, rewards and other taxable incentives as an Angel Company™ Demonstrator. You will only receive this form if the amount of your earnings are over \$600. You are responsible for payment and filing of all applicable federal, state and local income, unemployment, social security and other taxes, fees, or licenses attributable to your businesses. You are also responsible for liability, health, disability, worker's compensation and other insurances for your business.

**3. Your Compensation.** Once you become an Angel Company™ Demonstrator, you are eligible to receive commissions, bonuses, and other incentives based on your sale of products and services to your customers and in accordance with the terms and conditions outlined in the Demonstrator Policies and Procedures Manual. In order to remain eligible to receive commissions, bonuses, and other incentives, you will be required to meet certain minimum sales levels as set forth for the promotion. Commissionable sales generally do not include Hostess Discounts, Discount Orders, Supply Orders, Promotional Items, shipping and handling charges, or sales tax. All orders submitted by you are subject to our acceptance. You are not authorized to accept orders or legally bind us in any manner. You will also have the opportunity to earn income from the sales of other Demonstrators and likewise other Demonstrators will have the opportunity to earn income from your sales under the terms of the Demonstrator Policies and Procedures Manual. I understand that the company reserves the right to change the Demonstrator Compensation Plan.

**4. Payments Due From Demonstrator.** In order to receive compensation as an Angel Company™ Demonstrator, you are required to faithfully and diligently abide by all the terms and conditions of your Demonstrator Policies and Procedures Manual, as well as all other applicable laws. At any time obligations are due from you to the company, the company may satisfy all claims and debts due from you out of any unpaid balance of monies due you. If not sufficient to cover all outstanding debts, you will have thirty (30) days to clear your account. An interest rate of 18 percent per annum will be charged on the remaining balance for all accounts exceeding the thirty (30) day limit. You will be responsible for any attorneys' fees or costs incurred by the company to collect such debt, regardless of whether suit has been filed, including fees in any mediation, arbitration, trial court, or on any appeal.

**5. Our Proprietary Rights/Use of Our Materials.** You acknowledge that our logos, trademarks, service marks, trade names, patents, products, training materials, Angel News & Notes Newsletters, Club MED Newsletters, websites, sales and promotions literature, Demonstrator Policies and Procedures Manual, and other copyrighted materials (collectively our "Proprietary Materials") belong to us, and that you cannot use our Proprietary Materials, for any reason, except as provided herein. You may only use Proprietary Materials in connection with your business as an Angel Company™ Demonstrator. You acknowledge that the customer information you provided to us will become our exclusive property once submitted to us. You agree to use your best efforts to keep our customer information confidential. You also agree not to use customer information for any purpose other than to sell our products and services. Upon termination of this Agreement, you agree to immediately stop using our Proprietary Marks and customer information.

**6. Representation of Competing Products.** I agree not to sell, promote, or represent competing companies or competing products, directly or indirectly, including any in the same generic category as a TAC™ product or service (i.e., decorative stamps and scrapbook supplies), even if differing in cost, quality, design or format. I understand that if at any time a person living in my household represents a competing company, or sells or promotes competing products, the company may terminate this agreement. I shall not use the company's name, customer lists or consultant lists in conjunction with any other events or activities, without first obtaining written approval from the company. I understand that the company has grand fathered in some demonstrators, in competing situations, which was at one time permitted by the company. Once a grand fathered in demonstrator sells their competing store they may not open another and still maintain their demonstrator status with company.

**7. Company's Marketing Method.** I understand that the company is committed to the in-home party plan demonstration method as the most effective means of promoting the use and sale of the company's products. I agree not to sell the company's products to, or through, retail stores or through an internet store or shopping cart, unless this service is provided by the company.

**8. Purchase of Starter Kit.** I understand that, pursuant to the agreement, I shall be required to purchase a Demonstrator Starter Kit of current sales aides and product samples for sales demonstrations. This kit will be sold to me at the current price as listed by the company.

**9. Prepaid Orders.** I understand the company ships products only on the basis of an order prepaid by me. I agree to ensure that customers' payments will be dedicated to the prepaid orders

which I will submit to the company. The company will use its best efforts to fill orders and ship the products ordered by me; however, the company shall not be liable to me or any customer of mine for any failure or delay in shipment of any product. All orders submitted are subject to being received and approved by the company.

**10. Rights of Publicity.** You give us the absolute and irrevocable right and permission to use your name and likeness for our business purposes, including but not limited to the right to publish, record, print, display, or use your name, likeness, voice, video, or image, in any commercial medium, including but not limited to radio, television, film, Internet, commercials, websites magazines, newsletters, promotional advertising, or other commercial medium. You agree to release and discharge us from any and all claims and demands arising out of or in connection with these rights of publicity mentioned above including any and all claims for compensations or libel.

**11. Term and Termination.** This Agreement shall remain effective until terminated. Either party may terminate this Agreement at any time by providing written notice to the other party. I understand that the company may terminate this agreement with or without cause, by giving me thirty (30) days written notice of such termination, or immediately at any time upon written notice of a breach or failure to comply with any provision in this Agreement.

**12. Amendment.** We reserve the right to amend the Demonstrator Policies and Procedures Manual, product prices, company literature, and the compensation program, at any time, without prior notice, to be effective upon transmission of such amendment by us in any publication, literature, letter, recorded voice, e-mail or website.

**13. Indemnification.** You agree to indemnify and hold the company harmless from and against any and all liability, loss, costs, claims, or causes of action based upon or arising out of damage or injury to persons or property in connection with the performance of this Agreement, or based upon any violation of any statute, ordinance, building code or regulation, and the defense (including legal fees and costs) of any such claims or actions. You also agree to indemnify and hold the company harmless from and against any and all liability, loss, costs, claims, or causes of action in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or fees imposed or required including, but not limited to, unemployment insurance, Social Security taxes, sales tax, use tax, income tax, or workman's compensation premiums associated with my performance under this Agreement.

**14. Entire Agreement.** This Agreement constitutes the full agreement between the company and me and supersedes all prior written and oral agreements. If any portion of the Agreement is unenforceable, the remaining portions of this Agreement shall not be affected. All powers, rights, and remedies given to the company are cumulative, and are in addition to any other rights and remedies provided by law. The waiver by the company at any time of any right of the company contained in this Agreement shall not be deemed a continuing waiver and shall not prevent the subsequent enforcement of any such right. This Agreement shall be governed by and construed under the laws of the State of Kansas. Proper jurisdiction and venue for any disputes between the parties shall be in a court having jurisdiction in Salina, Kansas. The captions of this Agreement are for the convenience of reference only. This Agreement may be amended by the company upon publication or written notice of any revision or new policy by the company.

**15. Attorney's Fees.** In the event that you breach any of the terms and conditions of this Agreement, and it shall become necessary for the company to enforce the same, the company shall be entitled to payment of attorneys' fees and costs incurred in connection with resolution of the dispute.

**16. Notices.** All notices or demands that either party may be required or may desire to give to or serve upon the other shall be in writing and shall be delivered by mail, facsimile, e-mail, or other electronic communication, provided that the notice shall be effective, if mailed, one day after mailing, or if given by facsimile, e-mail, or other electronic communication, upon confirmation of transmission.

**17. Miscellaneous.** The laws of the State of Kansas shall govern this Agreement. Any legal action concerning this Agreement must be brought in the state and federal courts governing Salina, Kansas. No action or inaction by either party shall constitute a waiver of any rights contained in this Agreement. This agreement should be construed to the greatest extent possible under applicable law. Each party consents to any action brought to specifically perform this Agreement or to enjoin any breach of this Agreement. You cannot assign this Agreement, including the right to receive commissions, bonuses, or other incentives, to any person or entity without our prior written approval. We may assign this Agreement, including any of our obligations, to any person or entity at any time.

**18. Shipping and Handling.** For Alaska, Hawaii, Guam, Puerto Rico, APOs, FPOs and all US Minor Outerlying ISS, shipping and handling charges are a minimum of \$6.95 or 15%, whichever is greater. Subject to change any time.

BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ, AND AGREE TO BE BOUND BY, ALL ITS TERMS AND CONDITIONS. THIS AGREEMENT SHALL BE EFFECTIVE ONLY UPON ACCEPTANCE BY THE ANGEL COMPANY™ aka TAC ART STAMPS, INC.™

Date \_\_\_\_\_

Your Signature \_\_\_\_\_ Social Security # \_\_\_\_\_

Please retain a copy of this Agreement for your records.

mail to: The Angel Company™ | 405 Saturn Ave. | Salina, Kansas 67401  
phone: (785) 820-9181 | fax: (785) 827-5101