



# CONSULTANT AGREEMENT

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

E-Mail \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

- As an Blush Consultant, I am an independent contractor and not an employee, agent, partner or franchisee of \_\_\_\_\_ (hereinafter referred to as My Distributor) or of Blush Candle LLC (hereinafter known as Blush) and shall not be treated as such for federal or state tax purposes. Neither My Distributor or Blush are responsible for withholding taxes of any kind from my commissions or earnings.
- I agree to represent Blush Candle Co. and Blush Products in a positive manner and project a professional image while conducting business and when referring to Blush Products.
- As an Independent Consultant, I will sell Blush Products to consumers through direct sales avenues including, but not limited to: home parties, open houses, catalog parties, word-of-mouth sales and fundraisers. The Blush line of candles is not designed to be sold to retail establishments for the purpose of resale.
- I will not sell, represent or manufacture any other candle or candle related product while I am an Independent Consultant for Blush.
- Approved promotional materials with the name Blush may be used, but must be obtained from Blush or purchased from the company's authorized printer via the Blush website. The name "Blush", logos, trademarks and trade names owned by Blush cannot be used in any other way unless permitted in writing by Blush.
- Any and all print, television or internet advertising and publicity is subject to approval in advance from Blush Candle Co., through My Distributor.
- I may terminate this agreement and my status as an independent consultant by submitting a written notice of cancellation to My Distributor. My Distributor may terminate this Agreement by submitting 30 days written notice or at any time if I breach this Agreement.
- This Agreement will remain in force unless terminated in writing by either party, or amended by Blush, at which time a new Agreement will be presented.
- Blush and it's employees or agents (hereinafter referred to as "affiliates") known as shall not be liable for, and I release Blush from, all claims for consequential and exemplary damages. I further release Blush and it's affiliates from all liability arising from or relating to the promotion or operation of my Blush business and any activities related to it (for example, the presentation of Blush products, the operation of a motor vehicle, the use of facilities, etc.), and agree to indemnify Blush for any liability, damages, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my business.

I certify that the information provided herein is true. I understand the terms and conditions of this agreement:

Consultant Signature \_\_\_\_\_ Date \_\_\_\_\_

Distributor Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>Consultant Sales Kit Purchase:</b>	Cost _____
	Additional Supplies _____
	Subtotal _____
	Tax _____