Independent Consultant Agreement

By signing this Independent Consultant Agreement (“Consultant Agreement”) you are agreeing to the terms and conditions set forth in this Consultant Agreement and any other documents that are incorporated into this agreement by reference. You understand and agree that this is a legally binding agreement and that you are required to agree to the terms of this Consultant Agreement to be authorized to arrange for the sale of Jamberry products. This agreement is between you and Jamberry Nails, LLC, a Utah limited liability company (“Jamberry”).

As a Consultant of Jamberry:

1. You have the right to arrange for sale any Jamberry products and services.
2. You have the right to sponsor new consultants in Jamberry.
3. You are encouraged to train and motivate Consultants on your team and in your downline.
4. You will comply with all Federal, State, and local laws, ordinances, rules, and regulations related to your acting as a Jamberry consultant.
5. You agree to any tax withholdings or deductions that Jamberry, LLC may be required to make by law.
6. You will report any income you receive from Jamberry on your federal income tax return.
7. You will present the Jamberry Compensation Plan and products using literature produced by or authorized by Jamberry, and to be truthful and non-misleading when presenting the products and opportunity, and will not make any earnings claims about what compensation can be earned by becoming a consultant.
8. As an independent consultant, you are an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Jamberry, LLC. You further agree that you are not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Jamberry, LLC. You agree that you are solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. YOU FURTHER UNDERSTAND THAT YOU SHALL NOT BE TREATED AS AN EMPLOYEE OF JAMBERRY FOR FEDERAL OR STATE TAX PURPOSES. Unless specifically required by law, Jamberry is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
10. You must be in good standing under the Agreements and must be “Active” to be eligible for overrides and bonuses from Jamberry. “Active” means that you must have made at least 200 in personal retail volume (“PRV”) of Jamberry retail products (not marketing or promotional items) during a calendar month. Even if you are not “Active” you will still be paid commissions on your personal retail sales.
11. You understand that there is only one revenue generating event for a Consultant, namely the sale of Jamberry products to retail customers and acknowledge that all commissions and other remuneration (including overrides, bonuses, incentives and awards) shall be paid solely as a consequence of a Consultant’s supply of the services of arranging for same. You understand that no commissions or other remuneration shall be paid to anyone for the mere sponsorship or enrollment of any other Consultant, or for any other reason. Consultants are strictly prohibited from making or representing that compensation is payable for anything other than arranging for the sale of goods to retail customers.
12. As an independent consultant and sales representative arranging sales, there is no reason for you to purchase inventory, and you are strictly prohibited from purchasing products for personal consumption or otherwise in commercially unreasonable amounts.

13. You acknowledge that Jamberry has a commercially reasonable buy-back guarantee set out in the Jamberry Consultant Policies and Procedures. Your signature below signifies that you are aware of this buy-back guarantee, and have been informed of the existence of the buy-back guarantee, and the manner in which it can be exercised.

14. You understand that the Consultant Agreement, Jamberry Consultant Policies and Procedures and Compensation Plan may be amended at any time at the sole discretion of Jamberry and that you agree that any amendments will apply to you, regardless of whether or not you like the amendment. You acceptance of any bonuses, overrides, or commissions after an amendment becomes effective shall constitute your acceptance of and agreement to the amendment(s). Any amendments will become effective immediately upon notice to you and other consultants. You will be deemed to have received notice if the Jamberry sends you an email, posts any amendments to your workstation, or sends an internal message to you via the workstation.

15. The term of this Consultant Agreement is one (1) year and shall automatically renew for additional one-year periods (provided the Consultant is in good standing under this Agreement, the Policies and Procedures, and is current on all amounts owing the Company) unless and until either you or Jamberry elects not to renew this Consultant Agreement by providing written notice to the other. If this Consultant Agreement is cancelled or terminated for any reason, you understand that you will permanently lose all rights as a Consultant. You shall not be eligible to sell Jamberry products nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination, or nonrenewal, you waive all rights you have, including but not limited to property rights to your former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of my former downline organization. Jamberry reserves the right to terminate all Consultant Agreements upon thirty (30) day’s notice if the company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

16. That you may not assign this Consultant Agreement, your downline, or your team without the express written consent of Jamberry and any attempt to do so in violation of this agreement will be void and shall have no effect.

17. You understand that if you fail to comply with the terms of the Agreements, Jamberry may, at its discretion, suspend or terminate this Consultant Agreement, or take other actions as set forth in the Policies and Procedures. If you are in breach, default, or violation of the Consultant Agreement at termination, you shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

18. Jamberry, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for, and you release Jamberry and its affiliates from, all claims for consequential and exemplary damages. You further agree to release Jamberry and its affiliates from all liability arising from or relating to the promotion or operation of your Jamberry business and any activities related to it (e.g., the presentation of Jamberry products or compensation plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Jamberry and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that you undertake in operating your business.

19. This Agreements constitute the entire agreement between Jamberry and you. Any promises, representations, warranties, offers, or other communications that are not written in the Agreements are not valid or binding upon Jamberry or you and are of no force or effect.

20. If you breach any of the Agreements, such breach shall not be deemed to have been waived unless Jamberry waives the breach in writing. A waiver of a specific breach shall not act to waive any future breaches.

21. If any provision in any of the Agreements is held to be invalid, such provision will be reformed only to the extent necessary to be valid and binding and the remainder of the Agreements shall remain in effect.
22. The Agreements shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Utah, excluding conflicts of laws principles. All disputes and claims relating to Jamberry, the Consultant Agreement, the Policies and Procedures, the Compensation Plan or the Jamberry products and services, the rights and obligations of an independent Consultant and Jamberry, or any other claims or causes of action relating to the performance of either an independent Consultant or Jamberry under the Agreements shall be settled totally and finally by arbitration in Salt Lake City, Utah, or such other location as Jamberry prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Jamberry from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Jamberry' interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

25. The parties consent to the exclusive jurisdiction and venue before any state and federal court sitting in Salt Lake County, State of Utah for purposes of enforcing an arbitration award or any other matter not subject to arbitration.

26. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against Jamberry with jurisdiction and venue as provided by Louisiana law.

27. If a Consultant wishes to bring an action against Jamberry for any act or omission relating to or arising from the Agreements, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Jamberry for such act or omission. Consultant waives all claims that any other statutes of limitations apply.

28. You grant your permission and consent for Jamberry to use your name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

29. You authorize Jamberry to send you e-mail messages, text messages, and/or notify you by phone or facsimile regarding its products, services, compensation, and offer other topics that Jamberry determines may be of interest or benefit to you. You agree that your receipt of such messages will not be deemed a violation of any state or federal regulations.

30. A scanned and emailed or faxed copy of this Consultant Agreement shall be considered an original and shall be legal and binding.

You have read the Consultant Agreement in its entirety, you understand the terms, and you agree that the terms are legally binding upon you when signed below.

Consultant Name: __________________________
Signature: __________________________
Date: __________________________
Sponsor: ________________________

*Please scan and email the signed copy to support@jamberrynails.com

If you submit this Consultant Agreement electronically, you acknowledge and agree that in submitting this online, you have indicated your acceptance to the terms and conditions of the Consultant Agreement by clicking an icon/button labeled "I accept" or "Submit" or such similar icons/buttons as may be designated in the process, and that this constitutes a legally binding electronic signature in respect of this Consultant Agreement.