

Consultant Agreement

The Business of Selling Jewelry



This Agreement is made between IZIA, LLC, DBA Stacy McBride Collections (hereinafter the “Company”), with its principle place of business in Silverdale, Washington and _____ (hereinafter the “Consultant” or “IC”). The Company is engaged in the business of selling jewelry and related accessories (hereinafter called the “products”). The Consultant desires to promote, purchase, and sell the Company’s Products as an Independent Sales Consultant (IC). As an Independent Consultant (IC), I understand and agree that:

1. I am 18 years of age or older at the time I enter into this agreement and am authorized to lawfully work in the United States.
2. I shall become an IC of the Company upon acceptance of this application by the Company.
3. I will represent Products in a truthful and sincere manner, to honor the stated warranty on all Products and not make any further warranty or representation on behalf of the Company. IC also agrees to make no claims or representation of potential earnings or guaranteed profits, and that no such claims have been made to the IC. That the earnings the IC receives are attributed only to the sale of the Products, and that no earnings of fees are derived from the mere act of sponsoring.
4. The Company may make changes to the prices of products and supplies. It may also amend the compensation plan, consultant agreement, and any policies at its sole discretion. Notice of any changes or amendments shall be disseminated in any commercially reasonable fashion including, but not limited to posting on its website, e-mail, in company newsletters, and/or inserts into product shipments. Amendments shall be effective 30 days after notice is issued.
5. I will review and follow the Company’s marketing program and policies. I acknowledge that the marketing program and policies are incorporated into this agreement in their present form and as modified from time to time by the Company at its sole discretion.
6. I will purchase the starter boutique or upgrades to boutique as defined in the Consultant manual. I also understand that no commissions will be paid on starter boutique, upgrades, supplies, or other items designated as non-commissionable.
7. I understand that in order to continue my IC status I must maintain \$300 in PRV quarterly.
8. I am entitled to cancel participation in the marketing program at any time and for any reason upon written notice to the Company.
9. I will not use the Company’s trade name and/or trademark except in advertising provided to me by the Company or in other advertising without prior written approval by the Company.
10. That the IC is an independent contractor, not an employee, agent, franchisee, joint venture, partner, or owner of the Company, with regard to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, Federal Insurance Contribution Act (FICA), worker’s compensation, any state unemployment act, or any federal, state, or local statute, or ordinance, rule or regulation.
11. I will not represent, offer, or sell any other jewelry or accessory lines while showing product from the Company.
12. The IC further agrees that the Company has proprietary interest in its customer’s lists, IC’s lists, and other confidential information, as described in the Consultant manual. The IC also agrees that the Consultant will not describe verbally or in writing such confidential information except as authorized by the Company. That the Company’s trademarks, service marks, and copyrighted material is owned by the Company and that use of such marks and material by the IC must be in compliance with the Company’s policies, and such may be amended by the Company from time to time.
13. The interests of the IC in this Agreement cannot be transferred or assigned.
14. As an IC, I shall have the right to sell the products offered by the Company in accordance with the Company’s marketing program and to develop an organization of down-line IC’s in accordance with the Company’s policies. The position of IC does not constitute the sale of a franchise. This Agreement is not intended and shall not be construed to create a relationship of employer – employee, agency, partnership, or joint venture between any IC, recruiter, and/or the Company. As an IC, I shall:
 - Abide by any and all federal, state, county, and local laws, rules and regulations pertaining to this Agreement and/or the acquisition, receipt, holding, selling, distributing, or advertising of Company products.
 - At my own expense, I shall make, execute, or file all reports and obtain such licenses as are required by law or public authority with respect to this Agreement and/or the receipt, holding, selling, distributing, or advertising of Company products.
 - Be solely responsible for declaration and payment of all local, state, and federal taxes as may accrue because of my



- activities in connection with this Agreement.
15. The Company may take disciplinary action against me, as described in its policies, if I engage in any act or omission that, in the sole discretion of the Company, damages the Company's name or goodwill, or engage in any illegal or unethical conduct, violate this Agreement and/or Company's policies, or misrepresent the Company's products or business opportunity. If I am voluntarily or involuntarily terminated for any reason, I waive any and all rights to my former down-line, including property rights (if any exist), and I further waive all claims to any and all income derived from sales volume generated by such down-line organization.
 16. That the IC has no power or authority to incur any debt, obligation, or liability on behalf of the Company.
 17. To indemnify and hold the Company, its employees and agents harmless from damages resulting from actions or inaction, by the IC or the IC's failure to abide by the terms of this Agreement.
 18. To review and abide by the terms and conditions in this Agreement and the terms and conditions of the Company's Consultant Compensation Plan and Consultant manual which are incorporated into this Agreement. These documents may be modified by the Company from time to time.
 19. That the Company shall not be liable for the delay or inability to manufacture, sell, or delivery of product due to shortage of material or product inventory, labor strikes, accidents, fire, flood, or other acts of God or acts of civil authorities, or from any cause beyond the Company's reasonable control.
 20. To accept the calculations as presented in each commission statement and all commission payments as correct unless the IC notifies the company in writing within 30 days of receiving the commission statement and payment.
 21. I authorize the company to use my name, photograph, personal story, and/or likeness in advertising or

- promotional materials, and I waive all claims for remuneration for such use.
- The Company reserves the right to communicate directly to my customers and/or email addresses compiled through my Stacy McBride Collections business.
22. This Agreement, along with the policies and compensation plan in their current form and as may be modified by the Company in the future at its discretion, constitutes as the entire Agreement between myself and the Company and no other additional promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. I understand that if any provision of this Agreement or policies are to be void or voidable by a court of competent jurisdiction, only those void or voidable provision shall be severed, and all remaining provisions shall remain in full force and effect.
 23. This Agreement shall be governed by the laws of the State of Washington, without reference to choice of law rules. Proper jurisdiction and venue for any disputes between parties shall be in Kitsap County, State of Washington, or in the US District Court in Seattle, Washington.
 24. If any provision of this Agreement is unenforceable or invalid the Agreement shall be ineffective only to the extent of such provision and the validity of the remaining provisions of this Agreement shall not be affected.
 25. Any and all claims, disputes, or controversies between or among the parties hereto shall be settled and determined by arbitration, in Silverdale, Washington, and awards rendered in such arbitration shall be binding upon the parties hereto. Each party submits to jurisdiction of any court sitting in Kitsap County, Washington for the purpose of staying, confirming, or objecting to arbitration or an award.
 26. This Agreement is not in force until accepted by the Company.
 27. I acknowledge that I have read and understand and agree to the terms set forth in this Agreement.

Consultant Signature

Date

Accepted by:

IZIA, LLC, DBA Stacy McBride Collections

Date

Sponsor

IC #

New Consultant ID#