## **Instructions for Completion**

Please complete and sign the following forms and send them to Inscape Publishing with the application fee.

- Wholesale Purchase Application & Agreement Form
- New Authorized Distributor/Sponsor Form

### **Agreement Instructions**

- The applicant and sponsor should read and review all content included in the documents.
- The applicant must sign the **Wholesale Purchase Application & Agreement Form** on the Wholesale Purchaser's signature line.
- The applicant and sponsor must sign the New Authorized Distributor/Sponsor Form.

### **Application Fee Information**

- Inscape Publishing accepts VISA, MasterCard, Discover and American Express.
- All monies and fees are payable in U.S. Funds.
- The application fee for 2003 is \$795.
- The secondary application fee for 2003 is \$395.

### Send signed forms and payment by mail or fax to

Inscape Publishing 6465 Wayzata Blvd, Suite 800 Minneapolis, MN 55426-1725

Fax: 763-765-2276



## A P P L I C A N

# INSCAPE PUBLISHING, INC. Wholesale Purchase Application & Agreement

NAME (Last, First, Middle)																		L						
Social Security Number	- <u> </u>					How	many y	ears of	training	/consu	lting ex	perienc	e do yo	ou hav	e?		Less	than '	1 [	1-3	3	4+		
Company Name																							(Ior office	66
Street Address																							use only)	
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SECONDARY WHOLESALE PUR	CHASE	 R (Las	t Firs	t Mid	ldle)	— Join	t Who	lasala D	urchasa	accour	uts anh	Sacon	dany V	Vholes	ale Pu	rchasa	r mu	t sian	helo	w and	additio	nal ¢	305 fa	e is dua

I, the undersigned, understand and agree to the following:

- Upon acceptance of this Wholesale Purchase
   Application and Agreement (the "Agreement") by
   Inscape Publishing, Inc. (IPI) at its offices in
   Minneapolis, Minnesota, payment of the Application
   Fee or Renewal Fee, and delivery to IPI of a state sales
   tax resale certificate (if applicable), I will be a Wholesale
   Purchaser of IPI's products (the "Product"), which are
   listed on the current Confidential Wholesale Price List.
   This allows me to purchase the Product, subject to the
   terms of this Agreement, and to access current support
   services as determined and provided by IPI.
- 2. As a Wholesale Purchaser, I am also an Authorized Distributor of Inscape Publishing products, and I understand that my authorization to distribute these products is restricted to end user customers in the Training and Development Market with whom my primary relationship is or has been as a provider of fee-based services (training, coaching, consulting, speaking, etc.) which create value incremental to that of the Inscape Publishing products themselves. The "Training and Development Market" shall mean businesses, organizations, and/or institutions in for profit, non-profit, public, and/or private sectors, directly engaged in workforce development, education, performance improvement, and/or professional development.
- 3. I am an individual, I reside in the United States or in Canada, and I am of the age of majority in my state or Province.
- 4. I have not become a Wholesale Purchaser for the purpose of obtaining wholesale prices for my employer, and all Application Fees have been paid by me and not by my employer.
- 5. I have received the following materials:
  - a. Confidential Wholesale Price List.
  - b. Manager & Field Manager Volume Credit List.
  - c. Authorized Distributor Handbook.

- 6. I understand that I may not represent myself, verbally or in written form, as an "Inscape Publishing Employee," "Agent," "Company Manager," or like terminology that could lead to confusion about my independent status as a trainer, coach, or consultant in the Training and Development Market.
- 7. I agree to comply with all federal, state, and local laws and regulations relating to operation as an independent business owner.
- 8. This Agreement is non-exclusive. I cannot state, imply, or represent myself as holding exclusive rights to any particular territories or markets for the Product. Further, I do not have the authority to grant, sell, assign, designate, or transfer any territories or markets to anyone.
- I cannot combine or pool orders with other Wholesale Purchasers, and I may not use another Wholesale Purchaser's account to place orders.
- 10. I understand that a Secondary Wholesale Purchaser may be added to this Agreement by amendment and payment of an additional one-time fee to create a Joint Wholesale Purchase account. If a husband and wife want to become Wholesale Purchasers, they must be set up as a Joint Wholesale Purchase account. If two Wholesale Purchasers marry, one must terminate his or her Wholesale Purchase account. A husband and wife are deemed to operate their Joint Wholesale Purchase account as a single entity regardless of the fact that both their names are on the Agreement. Each is held accountable for the actions of the other in regard to their activities and responsibilities as Wholesale Purchasers.

## INSCAPE PUBLISHING, INC. Wholesale Purchase Application & Agreement

### continued from previous page

- 11. I understand and agree that either party may terminate this Agreement in writing at any time for any reason. If the Agreement is terminated, I will be liable for payment of all currently pending orders and will not be entitled to a refund of the Application Fee or the Renewal Fee referred to in Paragraph 18 below.
- 12. I acknowledge that IPI is the owner of the copyrights, trademarks, trade names, service marks, and logos associated and used in conjunction with the Product. I agree that I will only use IPI's copyrights, trademarks, trade names, service marks, and logos and other intellectual property owned by IPI in strict compliance with the protection of these rights.
- 13. I understand and agree the Product is protected by copyright, and that I am not authorized to copy, modify, reproduce, translate, or tailor the Product in any written, visual, or audio form, or by any means, electronic or mechanical, without the express written agreement of Inscape Publishing, Inc.
- 14. All sales are final upon receipt of the order. Purchases of the Product may not be returned for credit, and no returns will be accepted unless IPI agrees that the Product is defective and provides written authorization for return of defective merchandise.
- 15. Inscape Publishing, Inc. may modify the contents of the Confidential Wholesale Price List or the Manager and Field Manager Volume Credit List, the level of technical support provided, shipping and sales procedures, and any other term related to the distribution of the Product (the "Modified Terms") at its sole discretion. The Modified Terms will be identified as such and published and communicated in the appropriate media and will become effective on publication. In the event of any conflict between the terms of this Agreement and the Modified Terms, the Modified Terms shall govern.
- 16. This Agreement is entered into in and governed by the laws of the State of Minnesota and shall be effective only upon execution by an authorized officer of Inscape Publishing, Inc. I agree that jurisdiction and venue of any dispute arising out of this Agreement or related transactions and occurrences shall be subject to the exclusive jurisdiction of the Courts of the State of Minnesota, and the laws of the State of Minnesota shall apply to any such dispute.

- 17. Neither the Wholesale Purchaser nor IPI shall be liable for failure or delay in performing their respective obligations hereunder if such failure or delay is occasioned by compliance with governmental regulation, request, or order or by circumstances beyond the reasonable control of the party so failing or delaying, including, without limitation, an Act of God, acts of war, insurrection, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in transportation.
- 18. I understand that payment of an annual Renewal Fee is necessary to maintain my status as a Wholesale Purchaser of IPI's products, and that the Renewal Fee for each succeeding calendar year will be payable no later than December 31 of each year. Failure to pay the Renewal Fee by December 31 of a given year will result in cancellation and forfeiture of all my rights and benefits as a Wholesale Purchaser of IPI's products. Subject to timely payment of the Renewal Fee, this agreement will remain in effect until terminated per Paragraph 11 above or replaced by a new Agreement duly executed by both parties.
- 19. I acknowledge by signing this Agreement that I have read its contents, that I understand the provisions contained in the Agreement, and that I agree to be bound by these conditions. This is the entire agreement between Inscape Publishing, Inc. and myself; it supersedes all prior agreements, proposals, negotiations, conversations or discussions, whether written, oral, or in any other form, and it may not be modified except by Paragraph 15 above.

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		Credit Card Numbe	er	
	YM	Expiration date		Primary Distributorship
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	1	check number		
		amount		PAYABLE IN U.S. FUNDS
Date	AC	CEPTED BY INSCAPE	PUBLISHING, INC.:	

Wholesale Purchaser's Signature



## **New Authorized Distributor / Sponsor Form**

#### **APPLICANT**

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PRIMARY AUTHORIZED DISTRIBUTOR NAME (Last, First, Middle)																
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Social Security Number (PRIMARY DISTRIBUTOR)																
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Primary Authorized Distributor's Signature	Date															
SPONSOR																
SPONSOR'S NAME (Last, First, Middle — as it appears on company in	records)															
Sponsor's I.D. Number																
Sponsor s r.D. Number																
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SPONSOR'S PHONE		_														
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