

All information must be filled out completely.
 Please print or type.
 Fax or email form to: 440-235-7155 or
 dealer@vitamix.com

TurboBlend 4500 / 5200 Affiliate Application

Business Name _____
 Billing Address (if P.O. Box) _____
 Street Address _____
 City _____ State/Prov. _____ Zip/Postal Code _____
 Phone () _____ Fax () _____ Web Address _____

Shipping Address (if different from above)
 Business Name _____
 Street Address _____
 City _____ State/Prov. _____ Zip/Postal Code _____

Corporation Sub S Corporation Partnership Proprietorship Franchise

Business Information

Type of Business _____
 Contact for credit matters _____
 Contact for order questions _____
 Phone () _____ Fax () _____ E-mail _____
 Month/Year Business Started _____ D & B # _____

Will purchase be tax exempt? Yes* No *If yes, please attach a copy of the exemption certificate to the application
 Credit limit requested _____ # of employees _____ Estimated annual sales _____

Is a purchase order # required for payment? Yes No

Trade References

Supplier	Address w/Zip	Phone/Fax #	Account#
1.		p: f:	
2.		p: f:	
3.		p: f:	

Finance References

Bank and Leasing Co. Name	Phone # - Contact	Account #
Checking _____		
Savings _____		
Lease _____		
If Corporation-Names of Officers: If Partnership or Proprietorship-Names of Partners/Owners. Attach additional sheet if necessary.		
Full Name and Title	Home Address	Home Phone #

Signature and submittal of this application constitutes agreement to pay all invoices within Vita-Mix Corporation's published terms, all interest charges assessed on past due invoices and all reasonable attorneys' fees, collection fees and collection agency fees and costs incurred as a result of collecting past due accounts or accounts in default. Notification of approval or rejection will be within 10-14 days of receipt of completed application. Initial purchase must be placed within 30 days of application approval.

By your signature, you also attest to reading and agreeing with Vita-Mix's General Seller Policies as posted at www.theturboblend.com, including Vita-Mix's Minimum Advertised Pricing (MAP) policy, and the terms and conditions set forth on the reverse side of this Application.

dealer@vitamix.com

Company _____ Submitted By (please print) _____
 Signature _____ Date _____

Office Use Only

Approved by _____ Date _____

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TurboBlend 4500 / 5200 Affiliate Application

As used in this Seller Agreement (this "Agreement"), the terms, "we," "our" and "Vita-Mix" refer to Vita-Mix Corporation and the terms "Seller," "you" and "your" refer to the person or entity signing the application on the reverse side. You agree to the terms of this Agreement and the Vita-Mix General Seller Policies (the "Policies"), including Vita-Mix's Minimum Advertised Pricing (MAP) policy, upon submission of your Application.

Applicable Seller Program - This Agreement applies to our prospective Retail Dealers and Affiliates (collectively, "Sellers"). Vita-Mix employees, their family members and show demonstrators are ineligible for the Affiliate Program. Please check the box or boxes below for the program you are interested in.

- I would like to be a Retail Dealer of the *TurboBlend™ 4500*.
- I would like to be an Affiliate of the *Vita-Mix 5200 Products*.

Selling the Vita-Mix TurboBlend™ 4500 as a Retail Dealer

- a. As a Retail Dealer, you are required to: (i) purchase a minimum of twelve TurboBlend 4500 units per year to remain an authorized Retail Dealer; and (ii) carry sufficient liability and other insurance to protect your business.
- b. Upon your first order of the TurboBlend 4500, you will receive reasonable quantities of product brochures and POS materials at no charge.
- c. TurboBlend 4500s that are returned by Retail Dealers are subject to a 30% restocking fee. Retail Dealers are responsible for the shipment back to Vita-Mix. Items returned by a customer to Vita-Mix will not be accepted. No returns will be accepted after 90 days.
- d. Retail Dealers with websites must include a physical address and telephone number as a method of contact

Seller Responsibilities - Vita-Mix reserves the right not to sell to any customer or to reject any order. You agree to the following by selling our products:

- a. Seller understands that Vita-Mix has a minimum advertised price policy which is part of these Policies, and agrees to advertise Vita-Mix products consistent with that policy. Any references to discounts, rebates, coupons, and similar circumstances, or search engine arrangements that compromise our minimum advertising pricing policy are strictly prohibited.
- b. Vita-Mix has the right, in our sole discretion, to monitor your website to determine if you are in compliance with our Seller terms.
- c. Sale of new Vita-Mix products on Internet auction sites and auction stores is strictly prohibited. We do not warrant sales of these blenders.
- d. Seller shall not alter, modify, or expand any links we provide you to our website in any way without our express prior written consent.
- e. You recognize that bidding on any of the registered Vita-Mix names (or similar names) or any Vita-Mix Trademark on a pay-for-placement search engine, such as [overture.com®](#), [findwhat.com®](#) and [google.com™](#) or Ask Jeeves®, without our permission, is strictly prohibited.
- f. You grant us a non-exclusive license to use, at our discretion, your names, marks and logos to advertise, market or publicize in any manner.
- g. The TurboBlend 4500, Vita-Mix 5200 and Super 5200 are for household sale and use only.
- h. Seller shall not resell any Vita-Mix product to any other dealer.

Sales of Vita-Mix 5200 and Super 5200 Products - The first sale of a Vita-Mix 5200 under the Affiliate Program is not eligible for commission. (Hereinafter "Vita-Mix 5200" refers to all model combinations that include the 5200 blender). Thereafter, an Affiliate is only eligible to earn commissions if you sell a minimum of six (6) Vita-Mix 5200 machines within a twelve (12) month period; and then only on completed sales through the date of termination of this Agreement. Commissions earned through the date of termination will remain payable only if the related Vita-Mix product orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct commission is paid. Otherwise, a sale of Vita-Mix 5200 products and accessories will qualify for a commission and free standard shipping when each of the following conditions is met:

- a. All orders must contain your ID Code; and
- b. Vita-Mix products and accessories are purchased by your customers by one of the following methods:
 - i. Your customer may click on the Vita-Mix link on your website and place their order directly in the Vita-Mix electronic store;
 - ii. You may log onto the [www.vitamix.com](#) website and place the order for your customer directly; or
 - iii. You may contact the Dealer Sales Department, via fax or email, and place the order for your customer.

Your customer must use your ID Code when placing the order for you to get your commission and for your customer to receive free standard shipping. Customers purchasing Vita-Mix 5200 products and accessories through the Seller Programs will be deemed customers of Vita-Mix. The Vita-Mix 5200 models are billed and shipped directly to the customer by Vita-Mix. Vita-Mix reserves the right not to sell to any customer or to reject any order.

Commissions - Commission rates are: 15% of net sales for qualifying products and 5% of net sales on accessories. The term "net sales" means the aggregate amount actually paid to Vita-Mix for qualifying purchases, excluding amounts attributable to sales taxes, duties, and shipping and handling charges. Sales of our products below the approved pricing guidelines will not qualify for commissions. Under no circumstances may products be exported outside of the U.S., Canada. Commissions will be paid quarterly on qualifying sales on which Vita-Mix has received full payment and verified that the product has not been returned by the customer. In the event a commission has been paid to you and we have to refund payment to a customer in respect to the products or accessories to which the commission relates, we will set off such sum against future commissions due you, or we may demand repayment from you.

Obligations Regarding Seller's Website - You are solely responsible for the development, operation, and maintenance of your website and for all materials that appear on your website. Such responsibilities include, but are not limited to, the technical operation of your website and all related equipment; the accuracy and propriety of materials posted on your website (including but not limited to, all Vita-Mix product-related materials); ensuring that materials posted on your website do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. Vita-Mix disclaims all liability for all such matters. Vita-Mix is solely responsible for processing orders placed on our website by a customer following a link from your website or by otherwise contacting Vita-Mix to place an order using a Seller ID Code and for order entry, payment processing, shipping, returns and service on the orders.

Termination - Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Termination will be effective upon receipt of such notice. You shall remove all Vita-Mix graphics or website links within 24 hours of receipt of notice.

Modification - We reserve the right to modify any terms and conditions contained in this Agreement, the Policies or the Seller Program rules at any time. A change notice will be sent to you. If any modification is unacceptable to you, your only recourse and sole remedy is to terminate this Agreement. Your continued participation in our Seller Programs following your receipt of a change notice will constitute your binding acceptance of the change.

Arbitration - All controversies arising under this Agreement shall be determined by arbitration before the American Arbitration Association. The costs of arbitration will be split by the parties, but each party will bear its costs of representation. You agree that arbitration is final and binding.