



Independent Business Owner (IBO) Application & Agreement



Print clearly (**COMPLETE ENTIRE CONTRACT**). Mail application and fee to: Conklin Co., 551 Valley Park Drive, Shakopee, MN 55379 or Fax to (952) 496-4280

Business name			Date / /		
Applicant's last name		First name	M.I.	**Email address (example only) john.doe@conklinibo.com	
Street address (mailing address – UPS cannot deliver to P.O. boxes)				Phone # () -	
City		State	Zip	Mobile # () -	
Date of birth / /		Social Security # (needed to earn commission)		Fax # () -	
Spouse's name		*Spouse's date of birth / /		*Spouse's Social Security #	

Check one

Joint Tenancy (grants equal ownership to both applicant and spouse in the Agreement)
*Requires Social Security number and date of birth

Spousal Agreement (grants the spouse the ability to sponsor with no ownership rights)
*Requires Social Security number and date of birth

**Email addresses will be assigned by Conklin and available at www.conklinibo.com

Have you previously held any contract with Conklin Company? No Yes Previous IBO # - -

Do you reside within city limits? No Yes

Check your contract option and payment method

- \$25 Small Investment Option**
- \$799 Business Builder Option** (Includes one business builder training program, \$150 product credit and \$25 fee.) *Check one below.*
 - Corporate Training Business Builder** (\$79 one day product training)
 - Pro Ag I Training Business Builder**
 - Warranty Training Business Builder** (*Roofing Systems*)
- \$1,199 Warranty Business Builder Package** (includes all contents of \$799 package, Corporate Training plus \$79 one day product training, Warranty Training).
- \$1,199 Pro Ag I Business Builder Package** (includes all contents of \$799 package, Corporate Training plus \$79 one day product training, 2 day Pro Ag I Training).

Please note: While you have selected one business builder training from above, you will not be registered with this contract. To register for the business builder training and product training, call 952-496-4253 or 4215 with specific training dates.

FREE SHIPPING when you order any Conklin Perfect Introduction Package – first 90 days only

Additional Options:

- Quick Start Sample Pack
- 3rd Element Pack B
(3rd Element Pack is only available to new IBOs in first 90 days).

Are you interested in:

- Personal use of products
- Introducing others to our products and business opportunity
- Service business through Ag/Building Products
- Yes, enroll me in the **Business Builder Package Easy Payment Plan.** Refer to #6 under General Terms and Conditions.

Payment Method For Application (payment must accompany this agreement)

MasterCard VISA Discover Check PAC

Authorized charge amount _____ IBO # _____ Name as it appears on card _____

Card # _____ Card Exp. date _____ PAC # _____

By my signature below, I verify that the above information is true and complete and that I have read, understood, and agree to the General Terms and Conditions of the Conklin IBO Agreement listed on the back. Any false information is grounds for declaring this Agreement void.

Applicant's signature

Date

Spouse's signature*

Date

(* Required for Spousal Agreement or Joint Tenancy)

IBO Agreement Office Use Only

IBO #	Date	Mgr. #
By	DBUD	Ck'd by
Tax & Auth.		

Signature of Sponsoring IBO

Sponsor's IBO#

ACCEPTED BY CONKLIN COMPANY INC.

By _____

Date _____

General Terms and Conditions

The IBO Agrees:

1. To pay a \$25 IBO fee at the time this Agreement is signed;
2. That this Agreement is established in the applicant's name. That the applicant is of legal age of majority for the state in which they reside. That the application is limited to one per household; a household being defined as husband, wife and minor children. This Agreement cannot be transferred to another person(s);
3. To pay introductory purchase price for product purchases up to \$1,800 with no time limitations on the initial \$1,800 purchased. Upon purchase and delivery of \$1,800 of accumulative product orders, the IBO will pay factory wholesale price on all future product orders. IBO's who sign up with a Business Builder package will be able to pay factory wholesale price on all product orders. You can upgrade to a Business Builder package at any time;
4. That the Training fee deposited as part of the Business Builder Package, is nonrefundable, nontransferable, and the cost of the Training is guaranteed for one year of deposit. Furthermore, I understand that my Training and convenience account deposit will be forfeited if not used within two years of deposit;
5. That by not providing a Social Security number or a Social Security Waiver the IBO is commission ineligible and no commissions will be paid, nor back commissions be paid upon receiving this information.
6. That if I utilize the easy payment plan for a \$799 Business Builder package, I authorize Conklin Company Inc. to charge my credit card or my Pre-Authorized Checking (P.A.C.) account for the initial payment of \$199 plus four monthly installments of \$160 each, with the first one processed 30 days after the date of shipment. If I utilize the easy payment plan for the \$1,199 Business Builder Package, I authorize Conklin to charge \$299 plus four payments of \$240. If a P.A.C. account is being established, the P.A.C. application must be submitted with this agreement. The initial payment of \$199 or \$299 must be guaranteed with credit card or personal check. Cancellation of the Agreement prior to its full payment obligation does not negate remaining balances due;
7. To promote and sell Conklin's products only within the United States. All Conklin pricing guidelines must be followed when an individual resells any Conklin products (see *Reference Guide*);
8. To conduct IBO's business in an ethical, just and legal manner which reflects favorably upon the IBO, other IBO's, and Conklin, and to comply with such rules, policies, and procedures as published by Conklin from time to time; not to make any false or misleading written or oral claims about Conklin products, or make any health, medicinal or therapeutic claims or warranties about Conklin's products, except as authorized in writing by Conklin;
9. To use the trademarks, trade names, logotypes or commercial symbols of Conklin only as authorized by Conklin and only in connection with sale of Conklin's products, and not to use Conklin's name as the name or part of the name under which the IBO does business;
10. IBO's are independent contractors. Neither Conklin nor the IBO shall be obligated by any agreement, representation or warranty (except warranties specifically authorized by Conklin, if any, and representations and warranties contained in this Agreement) made by the other nor shall Conklin be obligated for any damage to any person or property directly or indirectly arising out of the operation by IBO of IBO's marketing business, whether caused by IBO's negligence, willful action, failure to act or otherwise. IBO agrees to indemnify and hold harmless Conklin against and in respect of any damages, including the aggregate amount of any loss, liability, damage, cost or expense (including reasonable attorneys fees) sustained by Conklin as a result of any breach or default by IBO of any provision of this Agreement required to be performed by IBO, or any act, word or conduct of IBO in the operation of IBO's business not required by or inconsistent with this Agreement. Conklin shall have the right to defend any claim with respect to which it may be entitled hereunder to seek indemnity from IBO. The indemnities, assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the termination of this Agreement. As an independent contractor and not an employee of Conklin, to assume responsibility for all self-employment (Social Security), income and other taxes and reports relating to the conduct of IBO's business and to comply with all federal, state, and local laws applicable to the conduct of IBO's business; The IBO will not be treated as an employee for federal or state tax purposes.
11. Not to assign this Agreement without the prior written consent of Conklin;
12. That if the IBO does not place a product order within the first six months of his/her contract date, IBO shall become "inactive" and as such shall have no further rights under this Agreement. IBO's who place a product order within the first six months of their contract date will have their account reviewed based on the last 12 months. If no purchases are made within any given 12 month period, the Agreement will become inactive. Unless an IBO or Conklin has terminated this agreement pursuant to the provisions below, any inactive IBO, may place a product order, at any time, in which case the IBO shall again have all rights, duties and obligations under this Agreement;
13. To pay for all orders of product from Conklin by cash, IBO's personal check, cashier's or certified check, wire transfer, credit card charge, money order, or any of Conklin's pre-approved credit programs for the full amount due; all orders are subject to acceptance by Conklin and the terms of this Agreement;
14. That in the event an IBO ceases to work the Conklin opportunity, Conklin has the right to assign another IBO to service the IBO's customers with Conklin products;
15. That all Conklin product prices, discounts, commission and active status rules are subject to change at any time without prior notice to IBO;
16. International sales are strictly to be coordinated with Conklin, at Conklin's discretion and under Conklin's terms and conditions. A separate contract/agreement must be signed to pursue international sales. International is anywhere outside of the United States.

Conklin agrees:

1. To sell Conklin products to the IBO at Factory Wholesale Price after the purchase and delivery of \$1,800 in products. No discount shall apply to sales of promotion materials, tapes, literature, and the like;
2. To pay its IBO's various commissions as set forth in Conklin's policies and procedures found in Conklin's reference guide; or in this agreement and
3. That there are no geographic or territorial limits within the United States upon IBO's right to sell Conklin products or to sponsor. Either party may terminate this Agreement at any time upon not less than thirty (30) days written notice. Provided, that Conklin may terminate this Agreement immediately upon a breach of this Agreement by IBO. This Agreement shall be governed by the laws of the State of Minnesota. This Agreement may not be amended except in writing signed by both parties. This Agreement is subject to acceptance by Conklin in Shakopee, Minnesota, and constitutes the entire Agreement between the parties covering the subject matter hereof.