



Independent Sales Consultant Agreement

This is an agreement ("Independent Sales Consultant Agreement" or "Agreement") between you, as a Biltmore Inspirations Consultant (references in this Agreement to "you," "your," "yours" or to "Consultant" mean the person executing this Agreement as an applicant to be a Biltmore Inspirations Consultant) and Biltmore Inspirations Company (references in this Agreement to "Biltmore," "Company," "we," "our," or "ours" are references to Biltmore Inspirations Company).

By executing this Agreement, you are applying for appointment as an independent Biltmore Inspirations Consultant. Upon completing such other application materials and conditions of acceptance as Biltmore may require, if Biltmore agrees to accept you as an independent Biltmore Inspirations Consultant, Biltmore will execute this Agreement and provide a copy to you. You acknowledge and agree that this Agreement may be executed and delivered by you and by us by electronic means, such as by email.

As an independent Biltmore Inspirations Consultant, you will be an independent business person engaging in your own business providing Biltmore offered products to customers directly in their homes. As further described in this Agreement, as an independent business person, you will be responsible for all of your costs in conducting an independent business and will retain any profit. Although Biltmore will offer certain assistance to you in your business, you understand that you are not an employee or agent of Biltmore. However, as a condition to engaging in a business that offers Biltmore products in a customer's home and that utilizes various names, logos and trademarks permitted by Biltmore, you agree that your business activities will be conducted in compliance with this Agreement.

In consideration of your application and appointment as a Biltmore Inspirations Consultant, you and Biltmore agree as follows:

1. Engagement.

The Company hereby engages you and you hereby agree to engage in the business of a Biltmore Inspirations Consultant to the best of your ability, and in compliance with all applicable laws, and the terms and conditions set forth herein. You agree to perform the duties required of a Biltmore Sales Consultant conscientiously and to devote your reasonable efforts and abilities to such duties during the Term of this Agreement. At all times, you shall conduct your business so as to maintain and increase the Company's goodwill and reputation, and in full compliance with the provisions of this Agreement and all policies, procedures, and guidelines that we may issue from time to time ("Policies & Procedures"). You understand that this Agreement includes the Policies & Procedures, and that Biltmore may amend this Agreement and the Policies & Procedures at any time in our sole discretion, provided that Biltmore will not amend any provisions for compensation to you retroactively (but may amend the terms, methods and procedures for your compensation prospectively).

2. Qualification; Acceptance.

Based upon the information you have provided to us to become a Biltmore Inspirations Consultant, we have determined that you have met our current qualification requirements, we have accepted your application in our corporate office, and you acknowledge that you have received, familiarize yourself fully with Biltmore's consultant webpage/materials and read all Policies & Procedures.

3. Term; Renewal.

This Agreement will remain in effect for one year from the acceptance date shown at the end of this Agreement. If you are in good standing at the time of renewal, you may renew this Agreement for a subsequent one year term in accordance with our current renewal requirements. Please refer to the Policies & Procedures for details regarding active status, inactive status and termination requirements.

4. Compensation.

As long as you are in compliance with the Agreement, you will earn compensation as set forth in the Consultant Compensation Plan ("Compensation Plan"), which is described in the Policies & Procedures. As noted above, we reserve the right to amend the Compensation Plan from time to time in our sole discretion.

5. Fees.

We may charge fees for various services or under certain, specified circumstances, and you authorize us to withhold these fees from your compensation under the Compensation Plan.

6. Customer Payments; Transfer of Risk.

You will handle credit card payments in accordance with our current guidelines, including but not limited to the guidelines relating to proper use and storage of all customer credit card information. You authorize us to process all credit card payments made by you and your customers on your behalf. You are responsible for collecting all other types of payments from your customers. In the event a customer's method of payment is not honored for any reason, you assume the risk of non-collection and will be liable for any such payments, such as returned checks or credit card charge-backs. In this event, or if we have not received payment from you when payment is due for any reason, you authorize us to withhold the appropriate amounts from your compensation under the Compensation Plan.

7. Sales Tax.

You authorize us to collect and remit to the proper governmental agencies the applicable sales/use tax generated as a result of your sales of products as a Biltmore Inspirations Consultant on your behalf. You agree to be bound by all sales tax collection agreements between the Company and the appropriate taxing jurisdictions, and all related rules and procedures.

8. Code of Ethics.

As a Biltmore Inspirations Consultant, you agree to comply with the Code of Ethics that Biltmore requires in all aspects of conducting your business. The Code of Ethics provides minimum requirements for ethical conduct, but you acknowledge and agree that your ethical actions are essential to the goodwill of your and Biltmore's business and that you will always conduct your business as a Biltmore Inspirations Consultant in compliance with the highest ethical standards.

9. Compliance with Laws.

You will comply with all local, state, and federal laws and regulations applicable to all aspects of your Biltmore Inspirations business. Sales to customers in a person's home are subject to various legal requirements. Biltmore will use reasonable efforts to inform you of these requirements, but you are ultimately responsible for knowing these requirements and obtaining your own legal advice. In addition, you agree to comply with all applicable laws regarding federal, state, and local income taxes, self employment taxes, business license taxes and fees, and all other taxes related to operating your business. As a business owner, you are responsible for filing all required tax returns and information reporting with federal, state, and local tax authorities (except sales tax), including IRS Form 1099 for payments made to others.

10. Promotional Use of Name and Likeness.

You authorize us to use your name and likeness in publications, materials, and other promotional efforts that promote the Company.

11. Termination.

You may terminate this Agreement and your status as a Biltmore Inspirations Consultant at any time by providing written notice to the Biltmore Inspirations Consultant Service Department, which termination would be effective immediately. You may also terminate your status as a Biltmore Inspirations Consultant by choosing not to renew this Agreement. We may terminate the Agreement at any time, upon 3 days notice if you fail to comply with any terms of this Agreement, including applicable policies and codes, such as the Policies and Procedures. However, if we determine in our sole discretion that your failure to comply has not or is not likely to endanger the reputation of the Company, you will be first given notice of your non-compliance and ten days from such notice to demonstrate to Biltmore that you have corrected such non-compliance. Repeated instances of minor non-compliance may also be treated as material non-compliance which threatens Company's reputation. Biltmore may also terminate this Agreement and your status as a Biltmore Inspirations Consultant for any reason or for no reason, upon forty five (45) days prior notice to you, or by Biltmore choosing not to renew this Agreement upon expiration of the current Term of this Agreement. Upon termination or expiration of the Agreement, you will receive compensation earned under the Compensation Plan, up to, and including the termination date. Upon termination you will no longer have the status of a Biltmore Inspirations Consultant, and you will be prohibited from representing yourself as a Biltmore Inspirations Consultant, from using any marks, materials or logos of Biltmore, from taking any orders

for Biltmore Inspirations products, and you will permanently lose all rights to your personal group and to any compensation derived from the sales and other activities of your personal group, as well as any other rights that may be lost upon termination or expiration as set forth in the Policies & Procedures.

12. Re-joining after Termination.

If the Agreement expires or is terminated for any reason, you may re-apply to become a Biltmore Inspirations Consultant only as set forth in the Policies & Procedures. We may accept or reject your re-application for any reason in our sole discretion.

13. Death.

In the event of your death, the Agreement will terminate, and compensation that you earned under the Compensation Plan through the month of death will be paid to your estate. Thereafter, your estate will have no rights to your personal group or to any compensation derived from the sales and other activities of your personal group, nor to any other rights that may be lost upon your death as set forth in the Policies & Procedures.

14. Disciplinary Sanctions.

If you engage in conduct that violates your requirements in this Agreement and the related Policies & Procedures, Code of Ethics and other Biltmore required materials, we may, in our sole discretion, in addition to or in lieu of termination, take one or more of the disciplinary sanctions set forth in the Policies & Procedures.

15. Indemnification.

You are fully responsible for all verbal and written statements that you make regarding Company products and services and the Compensation Plan, and for your actions or inactions relating to your Biltmore Inspirations business. You will indemnify and hold us harmless from any and all liability resulting from your statements, actions, or inactions, or from any and all liability resulting from your failure to comply with the terms of the Agreement. This provision will survive the termination or expiration of the Agreement.

16. Confidentiality.

Certain of the procedures and materials made available to you by Biltmore are unique and proprietary to Biltmore, and you agree to keep all such procedures and materials confidential and use them only in the promotion of your business as a Biltmore Inspirations Consultant. If you have any question as to what materials are confidential, you agree to first ask Biltmore about the materials. Biltmore may provide to you lists of customers, names and contact information about personal groups, or other Biltmore Inspiration Consultants, or other specific information about people. Any such names and information provided by Biltmore to you are proprietary property of Biltmore and are provided to you for the express purpose of supporting you in your Biltmore Inspirations business. You may use these lists only in connection with your Biltmore Inspirations business and for no other purpose, must keep the lists confidential, and must not make the lists available to any third parties. You agree that any wrongful disclosure of the lists or of the information on the lists will cause immediate and irreparable damage to us, and that we may pursue all legal remedies available to us against you if you violate this provision. This provision will survive the termination or expiration of the Agreement.

17. Independent Contractor Status.

You agree that you are an independent contractor of Biltmore. As such, you acknowledge that you are not entitled to and will not claim any of the rights, privileges, or benefits of an employee of ours or any of our corporate affiliates. You are responsible for the manner and means by which you operate your business, provided that you comply with this Agreement, the Policies & Procedures, Code of Ethics and all other Biltmore requirements. You will be solely responsible for all business expenses, equipment, and training, and for obtaining medical, life, business, property, or other insurance. As an independent contractor, you acknowledge that you are not entitled to the rights or benefits afforded the Company's employees, such as disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit, except as specifically provided herein. As an independent contractor, you agree to maintain and pay all federal, state, and local disability, unemployment, worker's compensation, and other insurance, training, permits, and licenses on your own behalf and on behalf of any employees or subcontractors you may engage, as required by law, and for paying all federal, state, and local payroll taxes, self-employment insurance, and income and other taxes. Company shall not withhold or pay any federal, state, or local disability, worker's compensation, payroll taxes, self-employment insurance, or income or other taxes on your behalf. It is the express intention that for tax purposes Consultant shall be treated as an independent contractor in accordance with Section 3508 of the Internal Revenue Code of 1986, as amended (the "Code").

18. Relationship of the Parties.

Nothing in the Agreement will be construed as creating an employment, agency, joint venture, partnership, or franchise relationship between you and us. You will not have, or represent to any other person that you have, any power, right, or authority to bind us, or to assume, create, or incur any obligation, responsibility, or debt, express or implied, on our behalf.

19. Mediation/Arbitration.

Any controversy or claim ("Dispute"), including termination, arising out of or relating to the Agreement will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties will submit the Dispute by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. There will be one arbitrator, whose judgment on the award will be final and may be entered in any court having jurisdiction thereof. The arbitrator will not have the authority to modify or expand any of the provisions of the Agreement. All mediation/arbitration proceedings will be held in Asheville, North Carolina. Each party to the mediation/arbitration will be responsible for its own costs and expenses, including legal and filing fees. This provision will survive the termination or expiration of the Agreement.

20. Sale of Business; Exclusivity.

Your appointment as a Biltmore Inspirations Consultant is personal to you, and is not an asset which you may sell or transfer. You hereby specifically acknowledge that you may not sell, assign, or otherwise transfer your Biltmore Inspirations business to any other person or entity for any reason or at any time. Further, you hereby acknowledge that as long as you have the status of Biltmore Inspirations Consultant, your engagement is exclusive to Biltmore and that you may not solicit or induce for yourself or other persons the sale of any products similar to any products offered by Biltmore or engage in any direct sales business activities other than Biltmore's.

21. Inventions and Discoveries.

During the course of your engagement as a Biltmore Inspirations Consultant, you may develop or invent, concepts, techniques, materials, or designs that are useful for direct sales businesses ("Work Product"). You acknowledge that any such Work Product created in connection with the conduct of your Biltmore Inspirations independent business is attributable to your engagement as a Biltmore Inspirations Consultant, and you agree that such Work Product shall belong exclusively to Company and shall, to the extent possible, be considered a work made for hire within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered a work made for hire, you agree to assign, and hereby automatically assign, at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest you may have in such Work Product. Upon request of Company at any time before or after termination of this Agreement, you agree to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

22. Governing Law.

The laws of the State of North Carolina govern the Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement, and each party to this Agreement consents to the exclusive jurisdiction of federal courts sitting in the Western District of North Carolina or any court of the State of North Carolina sitting in Asheville, North Carolina.

23. Binding Effect; Assignment, and Delegation.

The Agreement binds and benefits the parties and their permitted successors and assigns. You may not assign your rights under the Agreement except with our prior written permission. All assignments of rights in violation of this provision are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under the Agreement. Any purported assignment of rights or delegation of performance in violation of this provision is void.

24. Merger.

This Agreement, including the Policies & Procedures, Code of Ethics, and other provisions contemplated thereby, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in the Agreement. In entering into the Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in the Agreement.

25. Waiver.

The parties may not waive any provision in the Agreement except in writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under the Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given, and is not to be construed as a waiver on any future occasion.

26. Severability.

If any provision(s) set forth in this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision(s) shall be severed and the remainder of this Agreement shall remain valid and enforceable.

27. Force Majeure.

We will not be responsible for delays or failures in performing our obligations under the Agreement when performance is made commercially impracticable due to circumstances beyond our reasonable control. This includes, for example, natural or man-made disasters, failure to deliver or delays by suppliers, government orders, and similar matters.

28. Amendment.

No amendment, modification or termination of, or addition to, this Agreement shall be valid unless and until executed in writing by the Parties to this Agreement.

INDEPENDENT SALES CONSULTANT

I am submitting payment information for the Starter Kit and quarterly maintenance fee. I also acknowledge the following:

- I have read, understand, and agree to the terms set forth in this Independent Sales Consultant Agreement. Upon acceptance by Biltmore, I understand that this is a legally binding agreement.
- I am 18 years of age or older.
- I am a citizen or permanent resident of the United States.
- I have a valid Social Security number.
- I am the person whose name appears on this Independent Consultant Agreement, and no other person has completed this Agreement for me or on my behalf.
- I understand that any misrepresentation of these facts may result in my immediate termination as an Independent Consultant.

Applicant Signature

Date

Please print the following information carefully.

If you have a sponsor, please ask your sponsor to provide his/her name and ID number. **If you do not have a sponsor, please write "UNKNOWN" in the space provided and you will be placed with a sponsor.** When you have completed the information, please sign and return this agreement, along with your payment, to the address or fax number at the bottom of this page. All of the information below is required to process this Independent Sales Consultant Agreement. If you are accepted as a Biltmore Inspirations Consultant, your Starter Kit will ship within 10 business days, but no more than 90 days after your Independent Sales Consultant Agreement has been processed. Starter Kits paid for by check will be held for up to 10 business days or until check has been processed. PRE-LAUNCH PAYMENT: For any pre-launch applications (prior to July 1, 2011) your payment, whether by check or credit card, may be processed as early as 6 weeks prior to shipment of Starter Kit.

Name: _____

Social Security Number: _____

Address: _____

Home telephone: _____

City: _____ **State:** _____

Work telephone: _____

County: _____ **Do you live within city limits: Y/N**

Birthdate (month/day): _____ / _____

Zip code (+4, if available): _____

E-Mail: _____ @ _____

Credit card orders will be charged immediately following the approval of this Consultant Agreement.

STARTER KIT PAYMENT (Mark one)

AMEX MasterCard Visa Discover Check/Money Order attached (Please make payable to Biltmore Inspirations Company)

Card number: _____ **Expiration date:** _____ / _____

Sponsored by: _____ **Sponsor's ID number:** _____ (If you do not have a sponsor, please print *UNKNOWN* in the space provided, and you will be placed with a sponsor.)

IMPORTANT NOTE: I understand that in order to change sponsors, I must resign my position and wait six months to resume my status as a Biltmore Inspirations Consultant with a new sponsor as outlined in the Policies and Procedures.

I have scheduled my six parties with:

Name	Address	Phone number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Please return your signed agreement and payment to:
Biltmore Inspirations, Attn: Finance, 1 North Pack Square, Asheville, NC 28801
or fax to 828-225-6757

Please make a copy for your records and then mail back the ORIGINAL document

This section is to be completed by Biltmore Inspirations.

ACCEPTED BY:

Effective date: _____

Renewal date: _____

Consultant ID number: _____

Starter Kit number: _____