



201 Carroll Street  
Mandeville, LA 70448  
www.jshomestyle.com

Phone (985) 674-1339 Fax (985) 674-1247

## DESIGN CONSULTANT APPLICATION AND AGREEMENT

To Avoid Errors - Please Type or Print Clearly

### Applicant Information

Name:		
Social Security or Federal Tax ID Number:		
Co-Applicant's Name:		
Co-Applicant's Social Security or Federal Tax ID No.:		
Address:		
City, State, and Zip Code:		County/Parish
Daytime Phone:	Evening Phone:	Fax:
( )	( )	( )
Email address:		

### Sponsor Information

Name:		
Design Consultant ID Number:		
Address:		
City, State, and Zip Code:		County/Parish
Daytime Phone:	Evening Phone:	Fax:
( )	( )	( )
Sponsor's Signature:		
By signing this Application and Agreement, I agree to fulfill the obligations as the Sponsor of the applicant as described in the JS HomeStyle Policies and Procedures. I certify that I have provided the most current version of the JS HomeStyle Policies and Procedures and JS HomeStyle Opportunity and Career Plan to the Applicant prior to his/her signing this Agreement.		

### First Six Shows (This agreement cannot be processed without this information)

Date	Host/Hostess Name	Daytime Number
1.		
2.		
3.		
4.		
5.		
6.		

### Business Kit Payment Information: (All JS HomeStyle Design Consultants are required to purchase the Business Kit).

Credit card #:	Exp. Date:	Cardholder Name:
Amount \$	Check #	Amount \$

Please list 3 website login Nicknames below. You will be notified of your Nickname once your application is processed. Nicknames must be 3-15 characters. Your nickname will be used to give members access to our website.

1. 2. 3.

For prompt payment of your bonus check we recommend Direct Deposit

☐ Yes! I opt to receive my bonus check via Direct Deposit.

(Please attached a voided check or fax a copy to JS HomeStyle Customer Care at 985-674-1247)

**Assumed Names, Corporations, Partnerships, or Trusts** – If your business will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity Application and submit it with this Application and Agreement.

I certify that I am of legal age (the age of majority) for the state in which I reside. I have carefully read the terms and conditions on the back of this application and agreement, the JS HomeStyle Policies and Procedures, and the JS HomeStyle Opportunity and Career Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my JS HomeStyle independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Co-Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Please call or fax this Application and Agreement to JS HomeStyle LLC ("JS HomeStyle"), within 24 hours of completing it to obtain a thirty day temporary authorization. You must mail the completed-signed original Application and Agreement to: JS HomeStyle, Design Consultant Application Dept., 201 Carroll Street, Mandeville, LA 70448. Telephone applications are not valid for promotion qualifications or contests, and no commission or bonus checks will be sent to the applicant until JS HomeStyle receives the signed Application or Agreement by fax or mail.

\* By entering my Social Security (or Federal Tax Identification Number, if applicable) on this Design Consultant Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a JS HomeStyle Design Consultant, or a partner, shareholder, or principal of any entity having a JS HomeStyle business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Design Consultant Application and Agreement may result in action by JS HomeStyle, up to and including termination of this Agreement.

WHITE COPY to JS HomeStyle

CANARY COPY to be retained by Applicant

PINK COPY to be retained by Sponsor

Item # 4853005022-RV6-01

## Terms and Conditions

1. I understand that as a JS HomeStyle Design Consultant:
  - a. I have the right to purchase products and services from JS HomeStyle at the Design Consultant Price.
  - b. I have the right to offer for sale JS HomeStyle products and services in accordance with these Terms and Conditions.
  - c. I have the right to enroll persons in JS HomeStyle.
  - d. I will train and motivate the Design Consultants in my downline marketing organization.
  - e. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
  - f. I will perform my obligations as a Design Consultant with honesty and integrity.
  - g. I will only use the sales contracts and order forms, which are provided by JS HomeStyle for the sales of its goods and services, and I will follow all policies and procedures established by JS HomeStyle for the completion and processing of such contracts and orders.
2. I agree to present the JS HomeStyle Opportunity and Career Plan and JS HomeStyle products and services as set forth in official JS HomeStyle literature.
3. I agree that as a JS HomeStyle Design Consultant I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of JS HomeStyle. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of JS HomeStyle. I understand that I shall control the manner and means by which I operate my JS HomeStyle business, subject to my compliance with these Terms and Conditions, the JS HomeStyle Policies and Procedures and the JS HomeStyle Opportunity and Career Plan (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF JS HOMESTYLE FOR FEDERAL OR STATE TAX PURPOSES.** JS HomeStyle is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between JS HomeStyle, LLC and all appropriate taxing jurisdictions, and all related rules and procedures.
4. **I have carefully read and agree to comply with the JS HomeStyle Policies and Procedures and the JS HomeStyle Opportunity and Career Plan, both of which are incorporated into and made a part of these Terms and Conditions.** I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from JS HomeStyle. I understand that these Terms and Conditions, the JS HomeStyle Policies and Procedures, or the JS HomeStyle Opportunity and Career Plan may be amended at the sole discretion of JS HomeStyle, and I agree that such amendment will apply to me. Notification of amendments shall be published in official JS HomeStyle materials. The continuation of my JS HomeStyle business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. Upon acceptance of this application by JS HomeStyle, I am authorized as a Design Consultant as of the date of this Design Consultant Application. The term of this agreement is one year. If I fail to annually renew my JS HomeStyle business, or if it is canceled or terminated for any reason, I understand that I will permanently lose and waive all rights as a Design Consultant, including any property rights, to my downline organization, bonuses and commissions pursuant to the JS HomeStyle Opportunity and Career Plan, and the right to sell JS HomeStyle products and services.
6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of JS HomeStyle. Any attempt to transfer or assign this Agreement without the express written consent of JS HomeStyle renders this Agreement voidable at the option of JS HomeStyle and may result in termination of my business.
7. I understand that if I fail to comply with the terms of this Agreement, JS HomeStyle may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due, I authorize JS HomeStyle to withhold the appropriate amounts from my bonus or commission checks, to charge

my credit cards, or debit my checking accounts, if any, which I have authorized JS HomeStyle to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.

8. JS HomeStyle, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release JS HomeStyle and its affiliates from, and waive all claims for consequential and exemplary damages. I further release JS HomeStyle and its affiliates from all liability arising from or relating to the promotion or operation of my JS HomeStyle business and any activities related to it (e.g., the presentation of JS HomeStyle products or Opportunity and Career Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

9. This Agreement, in its current form and as amended by JS HomeStyle at its discretion, constitutes the entire contract between JS HomeStyle and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Design Consultant Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

10. Any waiver by JS HomeStyle of any breach of this Agreement must be in writing and signed by an authorized officer of JS HomeStyle. Waiver by JS HomeStyle of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to JS HomeStyle, the Design Consultant Agreement, the JS HomeStyle Opportunity and Career Plan or its products and services, the rights and obligations of an independent Design Consultant and JS HomeStyle, or any other claims or causes of action relating to the performance of either an independent Design Consultant or JS HomeStyle under the Agreement or the JS HomeStyle Policies and Procedures shall be settled totally and finally by arbitration in Mandeville, Louisiana, or such other location as JS HomeStyle prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. All issues related to arbitration shall be governed by the Federal Arbitration Act. If a Design Consultant files a claim or counterclaim against JS HomeStyle, he or she shall do so on an individual basis and not with any other Design Consultant or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party OR each party to the arbitration shall be responsible for its own - costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in this Agreement or the Policies and Procedures shall prevent JS HomeStyle from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect JS HomeStyle's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. The parties consent to jurisdiction and venue before any federal or state court in St. Tammany Parish, State of Louisiana for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.

14. I authorize JS HomeStyle to use my name and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.



# JS HOMESTYLE CAREER PLAN

TITLE	QUALIFICATIONS	COMMISSION	PERSONAL SALES BONUS	PERSONAL SPONSOR BONUS	GROUP DEVELOPMENT BONUS*				MANAGER DEVELOPMENT BONUS			DIRECTOR BONUS*	
					DESIGN	BRONZE	SILVER	GOLD	1	2	3		
<b>CONSULTANTS</b>													
<b>Design Consultant</b>	Application Business Kit	25%											
<b>Bronze Consultant</b>	300 PRS	25%	3%	3%	3%								
<b>Silver Consultant</b>	300 PRS 1,000 GRS	25%	6%	3%	6%	3%							
<b>Gold Consultant</b>	300 PRS 2,000 GRS	25%	9%	3%	9%	6%	3%						
<b>MANAGERS</b>													
<b>Manager</b>	300 PRS 3,000 GRS 3 Personal Sponsors	25%	12%	3%	12%	9%	6%	3%	4.5%				
<b>Silver Manager</b>	300 PRS 3,000 GRS 2QL	25%	12%	3%	12%	9%	6%	3%	4.5%	2.5%			
<b>Gold Manager</b>	300 PRS 3,000 GRS 3QL	25%	12%	3%	12%	9%	6%	3%	4.5%	2.5%	1.5%		
<b>DIRECTORS</b>													
<b>Director</b>	300 PRS 3,000 GRS 4QL \$25,000 DRS	25%	12%	3%	12%	9%	6%	3%	4.5%	2.5%	1.5%	.5%	
<b>Diamond Director</b>	300 PRS 3,000 GRS 6QL \$50,000 DRS	25%	12%	3%	12%	9%	6%	3%	4.5%	2.5%	1.5%	1%	.5%
<b>Double Diamond Director</b>	300 PRS 3,000 GRS 8QL \$100,000 DRS	25%	12%	3%	12%	9%	6%	3%	4.5%	2.5%	1.5%	1%	.5%

2/01/02

PRS - Personal Retail Sales    GRS - Group Retail Sales    DRS - Downline Retail Sales    QL - Qualified Leader

\*Differential



# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|

OR

Employer identification number

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|

## Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign  
Here

Signature ▶

Date ▶

**Purpose of form.** A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS **prefers** you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons **must** use an appropriate Form W-8.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.