



NYGÅRD STYLE DIRECT™
www.NYGARDStyle.com

1435 Broadway
New York, NY 10018-1909
Tel. 1-877-469-4273

Independent Stylist Application and Agreement

Applicant Information

Date _____

Name	SSN / Tax ID No.	
Email address		
Telephone	Cell	Fax
Street Address		
City	State	Zip

Sponsor Information

Name	ID No.
Tel.	email

NYGÅRD Style Direct Sales Kit

Automatic Annual Renewal

Applicants must purchase a NYGÅRD Style Direct Sales Kit (optional in ND).

The initial term of the Stylist Agreement is one (1) year. The Agreement will automatically renew on each anniversary date of your enrollment upon your payment of the annual renewal fee. **NYGÅRD Style Direct will automatically renew your agreement and charge the annual renewal fee to the credit card you have on file.** You will be notified of your upcoming renewal date approximately 30 days prior to the date on which your card will be charged. You may opt out of this automatic renewal by notifying NYGÅRD of your desire to cancel.

Sales Kit	\$
Shipping & Handling	\$
Sales Tax	\$

Total	\$

Payment Information

<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa
Card No.	Exp. Date
Name as it appears on card	
I authorize NYGÅRD to charge my credit card for my Sales Kit purchase and for my annual renewal fee.	
Signature: _____	Date _____

DO NOT SIGN/EXECUTE THIS AGREEMENT UNLESS ALL BLANKS ARE FILLED IN.

I agree to the Terms and Conditions on the back of this Application and Agreement.

Applicant's Signature _____ Date _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (5 business days for Alaska residents and 15 business days for North Dakota residents age 65 or over). See the reverse side of this form for an explanation of this right.

Mail the completed signed original Application and Agreement to: NYGÅRD Style Direct, Stylist Application Dept., 1435 Broadway, New York, NY 10018-1909 or Email it to _____. If the application is emailed, you must scan and email both the front and back of the application.

Top Copy to NYGÅRD Style Direct

Sponsor: Provide TWO Copies to the Applicant

Terms & Conditions

- I understand that as an Independent Stylist ("Stylist") for NYGÅRD Inc. d/b/a NYGÅRD Style Direct (hereafter "NYGÅRD"):
 - I have the right to sell, and solicit orders for, NYGÅRD products and services in accordance with these Terms and Conditions. I understand that it is within the exclusive right of NYGÅRD to accept or reject orders that I submit.
 - I have the right to enroll persons as Independent Stylists in NYGÅRD.
 - If qualified, I have the right to earn commissions pursuant to the NYGÅRD Compensation Plan.
- I agree to present the NYGÅRD Compensation Plan and NYGÅRD products and services as set forth in official NYGÅRD literature.
- I agree that as a NYGÅRD Stylist I am an independent contractor, and not an employee, partner, legal representative, or franchisee of NYGÅRD. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF NYGÅRD FOR FEDERAL OR STATE TAX PURPOSES. NYGÅRD is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from NYGÅRD.** 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; and; I am a U.S. citizen or other U.S. Person. An "other U.S. person" is: (a) An individual who is a U.S. citizen or U.S. resident alien; (b) A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States. (c) An estate (other than a foreign estate), or (d) A domestic trust.
- I agree to comply with the NYGÅRD Policies and Procedures, the NYGÅRD Compensation Plan, and (where applicable) the NYGÅRD Business Entity Addendum. Each of these documents are incorporated into and made a part of these Terms and Conditions (collectively the "Agreement"). If I have not reviewed the Policies and Procedures at the time I enter this Agreement, I understand that they are posted in my Back-Office and that I will review them within five days from the date that I sign this Agreement. If I do not agree to the Policies and Procedures, my only option is to cancel this Agreement. My failure to cancel constitutes my acceptance of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible to earn bonuses or commissions from NYGÅRD. I understand that the Agreement may be amended at the sole discretion of NYGÅRD, and I agree to abide by all such amendments. If NYGÅRD amends the Agreement, the amendment(s) will be posted in the Back-Office. Amendments shall become effective 30 days after notice of the amendments is posted, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. If I continue my NYGÅRD business or if I accept any bonuses or commissions after the effective date of an amendment, I will be deemed to have accepted the amendment.
- The term of this Agreement is one year and shall automatically renew for successive one year terms upon my payment of the annual renewal fee which I have authorized NYGÅRD to automatically charge to my credit card. If the Agreement is not renewed or if it is canceled or terminated for any reason, I understand that I will lose all rights as a Stylist. I will not be eligible to sell NYGÅRD products and I will not be eligible to receive commissions, bonuses, or other income resulting from my activities or the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** I agree that NYGÅRD may terminate this Agreement if NYGÅRD chooses to cease business operations, dissolve as a business entity, or terminate distribution of its products through direct selling. In that event, NYGÅRD must provide me with at least 30 days' prior written notice.
- I agree that I may not sell or assign my independent NYGÅRD business or this Agreement. If a controlling interest in NYGÅRD is transferred to a third party, or if a third party acquires the controlling interest in the assets of NYGÅRD, I agree that NYGÅRD may transfer its rights, duties and obligations in all Stylist Agreements to such third party as part of the sale or transfer of its business and/or assets to such third party.
- I understand that if I fail to comply with the terms of the Agreement, NYGÅRD may impose upon me disciplinary sanctions as set forth in the Policies and Procedures.
- I agree that neither I nor NYGÅRD shall be liable for consequential or exemplary damages for any claim or cause of action relating to the Agreement or the use of NYGÅRD's products, even if either of us has been apprised of the likelihood of such damages.
- This Agreement, in its current form and as amended by NYGÅRD at its discretion, constitutes the entire contract between NYGÅRD and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- Waiver of any breach of this Agreement is effective only if in writing and signed by the party waiving the breach. Any waiver of a breach will be a one-time waiver only and shall not operate or be construed as a waiver of any later breach.
- If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.
- This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. In the event of a dispute between a Stylist and NYGÅRD arising from or relating to the Agreement, the dispute shall be resolved according to the dispute resolution procedures set forth in the Policies and Procedures. NYGÅRD shall not be obligated to engage in the dispute resolution process as a prerequisite to disciplinary action against a Stylist.
- Louisiana residents may bring an action against NYGÅRD with jurisdiction and venue as provided by Louisiana law.
- Maryland Residents may cancel the Agreement for any reason within 3 months after the date of receipt of goods or services first ordered. Upon cancellation, NYGÅRD shall repurchase the goods and the repurchase price shall be at least 90% of the original price paid by the participant.
- A Montana Resident may cancel the Agreement within 15 days from the date of enrollment and may return his or her sales kit within such time period for a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.

- Louisiana, Massachusetts and Wyoming Residents: Should you cancel the Agreement, NYGÅRD will refund 90% of any administrative fees you have incurred during the current year upon receipt of your written request.
- Puerto Rico Residents may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing NYGÅRD's noncompliance with any of the essential obligations of the distribution contract or any act or omission by NYGÅRD adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation must be sent to NYGÅRD in writing and sent via registered mail. If you cancel under these conditions, NYGÅRD shall: (a) Reacquire the total of the products that you purchased from NYGÅRD which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from NYGÅRD; (c) Return 90% of any sum paid by you for the purpose of participating in the business.
- I agree to release NYGÅRD and its affiliates from all liability arising from or relating to my promotion or operation of my NYGÅRD business and any activities related to it (e.g., the presentation of NYGÅRD products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify NYGÅRD for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
- A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to NYGÅRD at 1435 Broadway, New York, NY 10018-1909 or via the Stylist's Back-Office.**
- If a party to this Agreement wishes to bring an action against the other party for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date on which the party knows, or through reasonable diligence should know, of the conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against the other party for such act or omission. **The parties waive all claims that any other statute of limitations applies.**
- I grant NYGÅRD an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.
- A signed copy of the Agreement that is emailed and/or stored as a digital image shall be treated as an original in all respects. .
- I certify that I am at least 18 years of age.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents. 15 days for residents of North Dakota who are 65 years of age or older). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to NYGÅRD, 1435 Broadway, New York, NY 10018-1909, NOT LATER THAN MIDNIGHT of the third business day following the date of this Agreement (5th business day for Alaska residents and 15th business day for North Dakota residents age 65 or older).

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____