



# EMPLOYEE ACCOUNT TERMS OF AGREEMENT

Business Express, 101 Southfield Pkwy, Lafayette, LA 70506 Phone 337.991.9776

Applicant, herein called "Employee Associate", hereby applies for the privilege of buying/selling goods and services with other Business Express, BE herein, Associates. Employee Associate agrees to and understands that:

1. Violation of Terms of Agreement may subject Employee Associate to immediate cancellation of Employee Associateship.
2. Account can only be funded by sponsoring employer.
3. BE Dollars shall not be considered as legal tender, securities or commodities by either BE or its Employee Associates and may not be converted to cash, except as provided for in these Terms of Agreement.
4. Employee Associateships may be transferred or sold only with BE Approval.
5. BE transactions between Employee Associates and BE Associates are entered into on a voluntary basis. BE is not responsible for quality, timely delivery, warranties or other problems, which arise with respect to goods and services, traded by BE Associates or BE. Employee Associates should exercise the same diligence in entering into BE transactions as ordinary business transactions for cash.
6. Declaration, reporting and paying of all local, state and federal taxes resulting from BE transactions rests solely with Employee Associate.
7. Employee Associate, Employer/Sponsor or BE may cancel this agreement at any time after 30-days written notice. Employee Associate agrees to accept BE as long as account is open, but not to exceed 90-days after notice of termination. After which, any outstanding balance due BE must be paid in full within 15-days. Any positive BE Dollar balance will be issued in credit only to the companies BE deems, a current list of approved BE Associates will be provided.
8. Employee Associate has read and will abide by these Terms of Agreement, that they are acceptable as part of the obligation to both BE and its Employer, and are binding upon Employee Associate fully and individually as the conditions and provisions of the Terms of Agreement. That no promise, inducement or agreement not expressed herein has been made to either party to this agreement and this is the entire agreement between parties; is contractual and is not a mere recital. In the event any matter is turned over to an attorney for collection due to breach of any covenant of the terms of this agreement by Employee Associate, BE will be entitled to liquidated damages in the amount of Two Thousand dollars plus reasonable attorney's fees, in addition to compensatory damages.
9. This agreement may be amended by BE with 30-days written notice mailed or e-mailed to Employee Associate, at Employee Associate's last known address. (It shall be Employee Associates responsibility to insure that current address is on file with BE, at the address stated above. BE has the right to assume that all notices on file with BE will constitute a proper notice). Such amendment shall be deemed accepted by Employee Associate's use of this account from and/or after that time.
10. If any provision or part of this agreement is found invalid, all other provisions of this agreement will remain in full force and effect.

INITIALS  \_\_\_\_\_

For Internal Use Only:
Date _____
I.D. # _____

# EMPLOYEE ASSOCIATE APPLICATION

( ALL FIELDS ARE REQUIRED )

First Name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ Apt/Suite #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mobile: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Home Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Work Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I agree to deposit/receive a minimum of \$1,200/yr, or \$100/mo. I have read the Terms of Agreement on the reverse side of this page consisting of eleven numbered paragraphs, and I agree to the terms stated therein. It is understood and acknowledged that these Terms of Agreement constitute the entire agreement between Associate and BE. This agreement becomes effective when signed by the applicant & employer and when approved by an officer of Business Express. Signer, by signing, assumes joint, in solido and individual liability for all the terms of this agreement, regardless whether signer has signed in another capacity, and whether the terms are contained on this page or the reverse side of this Agreement. I authorize and direct BE to rely on facsimile versions of my signature to the same extent as one would an original ink signature delivered in person.

Employee Applicant Signature  \_\_\_\_\_

Sponsor/Employer Business Name: \_\_\_\_\_ BE ID#: \_\_\_\_\_

Sponsor/Employer Signature  \_\_\_\_\_

Business Express (BE) Officer  \_\_\_\_\_