

# DISTRIBUTOR SECTION

ACCOUNT WEBSITE TOOLS ADVERTISING EDUCATION UPGRADE OPTIONS STORE

**THIS AGREEMENT** is made and entered into between Hotel Etc., Inc., a Georgia company, herein called the Company, and the applicant, herein called the Distributor. It is mutually agreed and understood that:

## POSITION

The Distributor is a wholly independent marketing representative who sells Company products. The position of Distributor constitutes neither a franchise nor a distributorship and absolutely no fees have been or will be required except as stated in this agreement. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between the Distributor and the Company.

**LAWs**-As a wholly independent Contractor, the Distributor shall:

Abide by any and all Federal, State, County and Local laws, rules and regulations pertaining to the selling, distributing or advertising of Company products.  
At Distributor's own expense, make, execute or file all such reports and obtain such licenses as required by law or public authority with respect to the receipt, or sales of Company products.  
Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of distributor's earnings.

## ADVERTISING-Literature

The Distributor is solely responsible for any advertising, sales promotion or other operating costs incurred by Distributor on behalf of Distributor's marketing effort.  
All forms of advertising and printed material using company trademarks, logos or ANY printed copy (including original) must be submitted to the company in writing and be approved by the Company in writing PRIOR to use or must be purchased directly from Hotels Etc.

## PURCHASING

Distributors order and purchase products directly from the company, at pricing contained in the company's On-Line Distributor Store Payment for all orders placed with the company may be made with approved credit card, check, money order or wire transfers.

## ACCOUNTS

A retail account is defined as any person or company who purchases product for their own use.  
In the event of death of circumstances which prevent servicing of accounts, the sales organization will become the responsibility of property of their personal representative.

## TERM

This agreement shall remain in force and effect until terminated for any of the following reasons:  
Distributor may terminate this agreement at any time upon written notice to the Company.

The Company may terminate this Agreement: If Distributor represents the company or its products, or operates Distributors business in any manner which might adversely affect the public image of the Company, its products or trademarks. For any misrepresentation, failure to comply with the conditions of this agreement or the company's policies and procedures, fraudulent act or other unethical practice by the Distributor, as may be determined by the Company. This agreement will be renewed automatically on December 1st of each year. In order to remain on the active list and be entitled to benefits from the Company distributor must maintain a minimum order of 100 memberships per year.

## REFUNDS

Because of the cost associated with setting you up with your own home based business, Hotels Etc. does not offer refunds of any kind on wholesale orders including certificates, memberships, kits, marketing tools and Etc. If in the event that the materials were defective or was not to your satisfaction, we will replace said items with the same exact item. If we do not carry that particular item, then Hotels Etc. will replace that item with something of equal or greater value.

## COMPANY RESPONSIBILITIES

In consideration of the Distributors agreement to abide by all rules and regulations established by the company as set forth above, all amendments made necessary to protect the mutual interests of the Company and Distributors, and all written rules and procedures contained in other company publications, i.e. bulletins, compensation plan, policies, and procedures, and sales manuals, the Company agrees:

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After signing: Fax to 1-866-461-5637, e-mail [info@hotelsetc.com](mailto:info@hotelsetc.com)  
or mail to: Hotels Etc., Inc. 910 Athens Hwy Suite K Loganville, GA 30052

Date: 6-24-15

Print Name: Don M. Davis

Signature: *Don M. Davis*  
Licensee: *Don M. Davis, Calger, Inc.*

Licensor: Hotels Etc., Inc. Shawn Pigg, CEO, Hotels Etc.

To supply Company products to the distributor in accordance with and via the Company Marketing Plan.  
To allow the Distributor to use the official company emblem and Company supplied ad copy in compliance with 3.b. above.  
To use diligence in supplying the highest quality products available to the Company for distribution to Distributor.