



44 Hubbell Lane | Shelton, CT 06484  
Phone: 203.513.2691 | Fax: 203.925.5833

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# Distributor Application

***In order to process your Credit Application as quickly and efficiently as possible, you must Provide all requested information. Pages 2 & 5 require signatures.***

**Owner's Name:** \_\_\_\_\_  
*(Must be the name of business owner)*

**Business Name:** \_\_\_\_\_  
*(Must be the name that your account will be opened under)*

**Mailing Address:** \_\_\_\_\_  
*Street City State Zip*

**Shipping Address:** \_\_\_\_\_  
*Street City State Zip*

**Business Phone:** (\_\_\_\_) \_\_\_\_\_ **Business Fax:** (\_\_\_\_) \_\_\_\_\_

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

**Accounts Receivable/Payable Manager/Contact:** \_\_\_\_\_

**A/R Phone:** (\_\_\_\_) \_\_\_\_\_ **A/R Fax:** (\_\_\_\_) \_\_\_\_\_

**A/R - Billing Address (if different than mailing address):**

\_\_\_\_\_  
*Street City State Zip*

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

**Type of Business:**

Sole Proprietorship  Partnership  Corporation-*State of Incorporation:* \_\_\_\_\_

**Federal Tax ID Number or SSN:** \_\_\_\_\_

**Years in Business:** \_\_\_\_\_ **How did you hear about us?** \_\_\_\_\_

**Product line(s) you are interested in:** \_\_\_\_\_



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**BANK REFERENCE (Primary Bank)**

Bank Name: \_\_\_\_\_

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

Street City State Zip

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank Officer Name: \_\_\_\_\_

*In order to establish an account with Connecticut Coconut Company, Shelton, CT, USA I/we hereby authorize the release of any pertinent information that is requested about my/our account. My company and I authorize Connecticut Coconut Company. (CCC) to make such credit investigation as CCC sees necessary, including contacting the trade references and banks listed herein and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to CCC any and all information concerning the financial and credit history of my company and myself.*

Please Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TRADE REFERENCES (Must be Food Suppliers or Product Vendors)**

<p><b>1. Vendor:</b> _____</p> <p><b>Address:</b> _____</p> <p>Street City State Zip</p> <p><b>Phone:</b> _____ <b>Fax:</b> _____</p>
<p><b>2. Vendor:</b> _____</p> <p><b>Address:</b> _____</p> <p>Street City State Zip</p> <p><b>Phone:</b> _____ <b>Fax:</b> _____</p>
<p><b>3. Vendor:</b> _____</p> <p><b>Address:</b> _____</p> <p>Street City State Zip</p> <p><b>Phone:</b> _____ <b>Fax:</b> _____</p>



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## TERMS AND CONDITIONS

We are pleased to have you for a new customer and are looking forward to a business relationship with you. The party who is financially responsible for debt(s) incurred personally or by authorized representatives during the course of this business relationship are required to sign this Acknowledgement and Acceptance form and return a copy to this office as part of the application process.

**Authorized Purchasers** – “Authorized Purchasers” will be considered individuals who are allowed by the financially responsible party to place orders and incur debt on the account

I / we have not been a Connecticut Coconut Company distributor or partner within the past twelve months.

I / we understand that any misrepresentation of any information I provide on this application may result in action by Connecticut Coconut Company up to and including termination of this agreement.

1. I am legally competent to enter into a contract in the jurisdiction in which I reside. I also understand that as a Connecticut Coconut Company Distributor:
  - a) I have the right to offer for sale Connecticut Coconut Company products and services in accordance with these Terms and Conditions.
  - b) I have the right to refer but not to enroll persons in Connecticut Coconut Company.
  - c) If qualified, I have the right to earn distributorship prices pursuant to the Connecticut Coconut Company Marketing and market trends.
2. I agree to present the Connecticut Coconut Company Marketing and Connecticut Coconut Company products, prices and services as set forth in official Connecticut Coconut Company literature.
3. I will become a Connecticut Coconut Company (legally known as Connecticut Coconut Company, (hereinafter the “Company”) Independent Distributor (hereinafter “Distributor”) upon acceptance of this signed Agreement by the Company, and I will, at that time, have the right to purchase the Company’s products directly from the Company according to the Company’s Policies and Procedures. This Agreement will be deemed accepted by the Company when it is date stamped upon actual receipt of the signed document (or electronically signed document via the internet) by an officially authorized employee of the Company. The Company, in its sole discretion, may reject this Agreement, without disclosing any reason therefore. If this Agreement is not accepted or approved, I release the Company and its officers, directors, agents, advisors, and employees from any and all liability incurred by me or by any other person. I waive any associated claim(s) that might be asserted in my interest.
4. The term of this Agreement is one year (subject to prior cancellation as provided in the Policies and Procedures). If I fail to annually renew my Connecticut Coconut Company business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Connecticut Coconut Company products and services. Connecticut Coconut Company reserves the right to terminate all Distributor Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.
5. I understand that no purchases are necessary to become a Connecticut Coconut Company Distributor other than the enrollment fee. An annual, non-refundable renewal fee will be automatically billed thirty (30) days prior to my enrollment anniversary date with the Company to maintain my Distributor status.



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6. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to Connecticut Coconut Company at its principal business address 30 days advance written notice to:
- Connecticut Coconut Company  
44 Hubbell Lane, Shelton, CT 06484 USA
- My voluntary termination will be effective as of the date such notice is received by the Company. I understand that I may resign at any time for any reason. Connecticut Coconut Company may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.
7. I agree that as a Connecticut Coconut Company Distributor, I am an independent contractor and am NOT an employee, partner, agent, franchisee, or legal representative of the Company. I agree that I am solely responsible for paying all expenses incurred by myself, including, but not limited to: travel, food, secretarial, office, long-distance telephone and other expenses. I also agree that I am solely responsible for my compliance with any and all laws or regulations related to my activities and status in any jurisdiction exercising authority over me including, but not limited to, the duty to license my business and to collect and pay taxes. I will obey any and all federal and local laws, statutes, and regulations applicable to my business and me.
8. Although the Company or any of its affiliated entities may assist me in becoming aware of applicable laws, rules and regulations, the sole responsibility to conduct my Connecticut Coconut Company business lawfully in any jurisdiction rests with me. Therefore, I release the Company and any of its affiliated entities and their officers, directors, agents, and employees from all liability for any of my actions or omissions. I also waive any claims or causes of action which I (or others acting in my interest) may assert regarding my status or conduct as a Distributor for the Company. I agree to indemnify and hold harmless the Company and any of its affiliated organizations for any claim, action, or liability asserted arising out of my actions, omissions, or representations in sponsoring or conducting any activities under my Connecticut Coconut Company business.
9. I agree that I may not alter, repackage, re-label, affix additional labels of information or otherwise change any Company product, nor will I sell any such product under any other name.
10. I understand and agree that I may not convey, assign, sell or otherwise transfer any rights arising under this Agreement or my relationship with the Company without the prior written consent of the Company. However, the Company may assign this Agreement without my permission.
11. I agree not to use proprietary trade names, trademarks, domain names or other property of the Company without the prior written consent of the Company.
12. I agree that any websites used to conduct my Connecticut Coconut Company business shall conform to the Company policies and specifications as described in the Company Policies and Procedures.
13. I will make no claims of therapeutic or curative properties regarding the Company products or claims involving the Connecticut Coconut Company Product Price List that are NOT contained in official Company literature that is produced and distributed by the Company.
14. I agree that the Company and its affiliated entities have proprietary rights to its independent contractors and to any Lists of Distributor names. I will not use any Company Distributor lists or other Company contacts to promote the sale or use of any products, programs, or services other than those offered through the Company.
15. In the event I choose to purchase Company products on my credit card or banking debit card, my signature on this Agreement hereby constitutes my authorization to process any order I place to those accounts and to use this signed Agreement as my "signature on file"
16. The Agreement, in its current form and as amended by Connecticut Coconut Company at its discretion, constitutes the entire contract between Connecticut Coconut Company and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.



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- 17. I agree that regardless of the form of claim, whether in tort, contract or other, the Company, its subsidiaries and affiliated companies and their officers, directors, employees and agents shall NOT be liable for any consequential, incidental, special, or punitive damages, including lost profits or any other claims against the Company. No legal action maybe brought by either party to this Agreement more than one year after the event giving rise to the cause of action has occurred.
- 18. I certify the accuracy of all information provided by me in this Agreement and agree that the providing of false or misleading information authorizes the Company, at its election, to declare this Agreement void from its inception.
- 19. The Company agrees to supply quality products available under the terms and conditions of the Company Policies and Procedures.
- 20. This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut without regard to principles of conflicts of laws. All disputes and claims relating to Connecticut Coconut Company, the Distributor Agreement, the Connecticut Coconut Company Marketing or its products and services, the rights and obligations of an independent Distributor and Connecticut Coconut Company, or any other claims or causes of action relating to the performance of either an independent Distributor or Connecticut Coconut Company under the Agreement or the Connecticut Coconut Company Policies and Procedures shall be settled totally and finally by arbitration in Fairfield County, State of Connecticut, or such other location as Connecticut Coconut Company prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. 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 all 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 the Agreement shall prevent Connecticut Coconut Company from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its 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.
- 21. The parties consent to jurisdiction and venue before any federal or state court in Fairfield County, State of Connecticut, USA for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
- 22. If a Distributor wishes to bring an action against Connecticut Coconut Company for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Connecticut Coconut Company for such act or omission. Distributor waives all claims that any other statutes of limitations apply.
- 23. I authorize Connecticut Coconut Company to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- 24. A faxed copy of this Agreement shall be treated as an original in all respects.

Authorized Purchaser: \_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (dd/mm/yy)