

Please print clearly in blue or black ink. **Please note that this Application cannot be processed without all fields completed.**

3435 Wilshire Blvd., Suite 2120, Los Angeles, California 90010  
Phone: 1 (800) 240-0913 Fax: 1 (213) 201-7225

Yes  No Are you a Team Beachbody Customer? If so, please include your customer number here: \_\_\_\_\_

APPLICANT INFORMATION	
Organization name	
Organizational Contact (First name, last name)	
Federal Tax ID number	
Billing address	
City, State, and Zip Code	
Shipping Address	
Phone	Fax
Email	
By signing this Application and Agreement, I certify that I am a valid member of a valid and active 501(c)3 organization and authorized to enroll my organization with Team Beachbody.	

SPONSOR INFORMATION	
Name	
ID number	Screen name
Address	
City, State, and Zip Code	
Phone	Fax
Email	
Sponsor's signature	
By signing this Application and Agreement, I agree to fulfill my obligations as the Sponsor of the applicant as described in the Team Beachbody Policies and Procedures. I certify that I have provided the most current version of the Team Beachbody Policies and Procedures and Compensation Plan to the Applicant prior to his/her signing the Agreement.	

**DIAMOND PACK \$699.96** (a \$1,279 value)  
Our most comprehensive startup bundle puts you on the fast track to financial and fitness freedom. In addition to the **Business Starter Kit**, you get:

**Platinum Collection of Beachbody® Fitness Programs**  
P90X®, INSANITY®, Hip Hop Abs®, Turbo Jam®, Brazil Butt Lift®, Power90®, Slim in 6®, One on One with Tony Horton Volume 2, Disc 1. We will continue to ship a new workout every month for the price of \$14.96 a month, and you can cancel anytime.

**Platinum Collection of Beachbody Nutritionals®**  
P90X Results and Recovery™ packets, Core Omega-3™, Core Cal Mag™, Herbal Immune Boost, P90X Peak Health Formula, P90X Bars multipack.

**Shakeology® Fast Start Bonus Pack**  
This Coach-exclusive offer includes FREE shipping and is delivered to your door monthly. The first shipment comes with a special Shakeology workout DVD, a combination of 12 single-serving Chocolate and 12 single-serving Greenberry Shakeology packets, and a set of recipe cards that can be used to promote the product to customers. We will continue to ship your selection every month for the price of \$89.96, and you can cancel at any time.

**Membership in the Team Beachbody® Club**  
The Diamond Pack includes a 1 YEAR trial membership in the Team Beachbody Club (a \$155 value). You'll receive incredible online diet support, healthy recipes, state-of-the-art fitness tools, and tips for long-term success. To continue the membership after 1 year, the cost is just \$2.99 a week, billed \$38.87 a quarter in advance to the credit card you enter today. You can cancel at any time to avoid future charges.

**3rd Party Tools – Business Builder Pack**

**Extras**  
As a bonus and to help you start promoting your business on day one, the Diamond Pack also includes a P90X hat, exclusive product materials, and a "FREE base workout program of your choice" coupon that incentivizes you to reach your first milestone (Emerald Rank) as a Coach within your first 30 days.

**SHAKEOLOGY STARTER PACK \$169.66** (a \$253 value)  
In addition to the **Business Starter Kit**, you get:

- The Shakeology® Fast Start Bonus Pack
- This Coach-exclusive offer includes free shipping, and we will continue to ship your selection every month for the price of \$89.96. You can cancel at any time.
- A 30-day FREE trial membership in the Team Beachbody Club
- A 3rd Party Tools Business Builder Pack

SHAKEOLOGY OPTIONS	
Packaging (CHECK ONE) <input type="checkbox"/> Packets <input type="checkbox"/> Bag	FLAVOR (CHECK ONE) <input type="checkbox"/> Greenberry <input type="checkbox"/> Chocolate

**Business Starter Kit only \$39.95**  
**(Included with valid 501(c)3 enrollment)**  
The Business Starter Kit is an essential ingredient in helping new Coaches launch their business successfully. It Includes 1 Watch DVD, 1 Print CD, and 1 Get Started Right guide. The Watch DVD contains all the necessary training you'll need from day 1. The Print CD serves as a reference point for additional training materials. Finally, the Business Starter Kit includes the most up-to-date Get Started Right guide—which shows Coaches how to get up and running within 48 hours of joining Team Beachbody®.

**Note! Business Service Fees**  
As a Team Beachbody Coach, you'll have access to your Online Office, two personalized Coach Web sites, and support tools to promote and manage your business. As an approved non-profit Coach, the monthly charge of \$14.95 will be waived.

Payment Information (Participation requires payment by credit card)	
Card No. _____	Expiration Date _____ CVW (security code) _____
Name as it appears on Card _____	Authorized Signature _____
Address where Card Statement is mailed _____	
<b>I expressly authorize Team Beachbody/Product Partners, LLC to charge the above credit card for all charges indicated on this Application and Agreement.</b>	

Please include a copy of your IRS Letter of Determination as proof of your 501(c)3 status; this Application cannot be processed until the IRS Letter of Determination is provided. Qualified non-profit organizations will not be charged for the Business Starter Kit (a \$39.95 value) or the monthly Business Service Fees of \$14.95. Should you choose to purchase the Diamond Pack or Shakeology® Starter Park at the time of your enrollment, please provide your credit card and billing information in the space provided above. Non-profit organizations not qualified under Section 501(c)3 of the Internal Revenue Code will be responsible for the cost of the Business Starter Kit and monthly Business Service Fee.

I have carefully read the terms and conditions on the back of this Application and Agreement, the Team Beachbody Policies and Procedures, and the Team Beachbody Compensation Plan (available online at [TeamBeachbody.com](http://TeamBeachbody.com) or provided upon request), and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Independent Team Beachbody Coach business at any time, with or without reason, by sending written notice to the company at the above-listed address. I further understand and agree that Team Beachbody may terminate this Agreement, with or without reason, upon 30 days' advance notice to me. By signing below, I certify that I am at least 18 years of age and that I have the right to enter into this Agreement and execute this Application. Application information is subject to verification for proper registration. Applicants will be contacted with any discrepancies and will have 72 hours from notification to cure.

**You, the buyer, may cancel this transaction and obtain a refund of all charges paid at any time prior to midnight of the third business day after the date of this transaction (five business days for Alaska residents). See the reverse side of this form for an explanation of this right.**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Mail the completed signed original Application and Agreement to: Team Beachbody, 3435 Wilshire Blvd., Suite 2120, Los Angeles, California 90010, or fax to 1 (213) 201-7225. If this application is faxed, you must fax both the front and back of the application. Please allow up to 48 hours for processing of this application.

## Terms and Conditions

1. I understand that as an independent Coach for Team Beachbody through Product Partners, LLC ("Team Beachbody" or the "Company"):

- I have the right to offer for sale Team Beachbody products and services in accordance with these Terms and Conditions.
- I have the right to enroll and sponsor persons in Team Beachbody.
- If qualified, I have the right to earn commissions pursuant to the Team Beachbody Compensation Plan.
- I will at all times comply with all federal, state, county and municipal laws, ordinances, rules, and regulations.

2. I agree to present the Team Beachbody Marketing and Compensation Plan and Team Beachbody products and services accurately and solely as set forth in official Team Beachbody literature.

3. I agree that as a Team Beachbody Coach I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Team Beachbody. 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 TEAM BEACHBODY FOR FEDERAL OR STATE TAX PURPOSES.** Team Beachbody 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 further understand and agree that my participation as a Team Beachbody Coach is voluntary, and that Team Beachbody has not provided me any promises or guarantees of any levels of success or compensation.

4. I have carefully read and agree to comply with the Team Beachbody Policies and Procedures and the Team Beachbody Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Team Beachbody. I understand that these Terms and Conditions, the Team Beachbody Policies and Procedures, or the Team Beachbody Marketing and Compensation Plan may be amended at the sole discretion of Team Beachbody, and I agree to abide by all such amendments. Notification of amendments shall be posted on Team Beachbody's Web site. Amendments shall become effective 30 days after posting. The continuation of my Team Beachbody business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this agreement is until cancelled by me or Team Beachbody in accordance with the Agreement. If I fail to maintain my Coach requirements, including payment of my Business Services Fees, or if my Coach account is canceled or terminated for any reason, I understand that I may permanently lose all rights as a Coach. I shall not be eligible to sell Team Beachbody products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation or termination, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any further bonuses, commissions, or other remuneration derived through the sales and other activities of my former downline organization.** Coach may cancel this Agreement at any time, and for any reason, upon written notice to Team Beachbody at its principal business address. Team Beachbody may cancel this Agreement for any reason upon 30 days advance written notice to Coach.

6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Team Beachbody. Any attempt to transfer or assign the Agreement without the express written consent of Team Beachbody renders the Agreement voidable at the option of Team Beachbody and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, Team Beachbody 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 the 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.

8. Team Beachbody, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Team Beachbody and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Team Beachbody and its affiliates from all liability arising from or relating to the promotion or operation of my Team Beachbody business and any activities related to it, and agree to indemnify Team Beachbody for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business. The terms provided in this Section 8 shall survive any termination of the Agreement.

9. The Agreement, in its current form and as amended by Team Beachbody at its discretion, constitutes the entire contract between Team Beachbody and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

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

11. If any provision of the 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 California without regard to principles of conflicts of laws. Prior to instituting legal proceedings for which damages are sought as a remedy, the party alleging a breach shall first provide written notice to the other party providing a detailed explanation why they believe a breach has occurred. The recipient of the notice shall have ten days to respond and try to resolve the dispute ("notice and cure period"). If the parties are unable to resolve the dispute within the notice and cure period, the parties shall schedule a nonbinding mediation to occur exclusively within Los Angeles, California within 45 days following the expiration of the notice and cure period. If the dispute is not resolved through mediation, the parties may proceed to resolve any and all disputes and claims relating to Team Beachbody, the Coach Agreement, the Team Beachbody Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Coach and Team Beachbody, or any other claims or causes of action relating to the performance of either an independent Coach or Team Beachbody under the Agreement or the Team Beachbody Policies and Procedures shall be settled totally and finally by arbitration exclusively in Los Angeles County, State of California or such other location as Team Beachbody 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 and the Federal Rules of Evidence shall apply. 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. Each party shall be responsible for its own costs and expenses of mediation and arbitration, including but not limited to legal and filing fees. Notwithstanding the foregoing notice and cure and mediation process, either party may forego the notice and cure and mediation process and immediately institute a lawsuit seeking a writ of attachment, garnishment, temporary restraining order, preliminary injunction, permanent injunction or other equitable relief as necessary to safeguard and protect its intellectual property and other interests.

13. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

14. Montana Residents: A Montana resident may cancel his or her Coach Agreement within 15 days from the date of enrollment, and may return his or her Coach Business kit (and introductory bonus kit if applicable) for a full refund within such time period.

15. If a Coach wishes to bring an action against Team Beachbody 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 Team Beachbody for such act or omission. **Coach waives all claims that any other statutes of limitations applies.**

16. I authorize Team Beachbody to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

17. A faxed copy of the Agreement shall be treated as an original in all respects.

### 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). If you cancel, 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. 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 but 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, fax 1 (213) 201-7225, mail, or deliver a signed and dated copy of this Cancellation Notice or any other written notice to Team Beachbody Cancellation, 3435 Wilshire Blvd., Suite 2120, Los Angeles, California 90010, NOT LATER THAN MIDNIGHT of the third business day (5 business days for Alaska residents) following the date you executed this Agreement.**

**I HEREBY CANCEL THIS TRANSACTION.**

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_