



Corporate Barter Network Membership Application and Agreement

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I/We (Name of Applicant Business) _____ Client Account # _____

Hereinafter referred to as "Member", hereby applies for an account with Corporate Barter Network, LLC hereinafter referred to as "CBN" for the purpose of trading products and/or services with other CBN Clients or affiliated trade exchanges. I/We further agree to abide by the CBN Trade Rules and Regulations which may be modified from time to time. Referred by _____

- To sell products and/or services to other CBN members for 100% CBN trade credit. For all unit sales over \$5,000 selling percentages of cash and CBN trade credit become negotiable between buyer and seller.
- To pay an initial processing fee of \$495.00, refundable only in the event that CBN rejects Member's application. CBN reserves the right to reject any application for any reason.
- To pay CBN a cash transaction fee of 12.5% on all purchases. These fees are applied to the gross value of the purchase with other CBN clients or their trade affiliates.
- To pay CBN a monthly maintenance fee of \$12 CBN trade credits and \$12 cash. This fee will continue each month the Member has an account with CBN.
- To pay CBN an annual renewal fee of 150 CBN trade credits beginning 2nd year.
- To pay CBN a monthly interest charge of 1% in CBN trade credit on any negative balance. This fee will automatically be deducted from Member's account each month.
- That CBN in no way guarantees, warrants, or insures a Member's goods or services for any trade or transaction between members. CBN assumes no responsibility for the delivery, condition, or installation of goods or services.
- That I/We have received a copy of the Agreement, have read and understand the conditions of the Agreement and the Trade Rules and Regulations as defined on the reverse side, that they are binding upon us fully as the conditions and provisions of our Member Agreement. In the event this Agreement is signed by an individual on behalf of the Corporation, the individual signing the Agreement does hereby agree to be individually liable for full performance by said Corporation on this Agreement.
- Anything to the contrary herein withstanding, CBN may, at its sole discretion, modify, amend or change this Agreement in which CBN deems necessary, provided the changes and policies are reasonably uniform between the participants. CBN shall notify Member of any material changes to the Agreement in writing thirty (30) days prior to the effective date and any transaction within the trade network after the notice was given shall constitute Members acceptance.
- Both parties have the right power and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

Business Name _____ dba (if applicable) _____ Individual Partnership Corporation LLC

Address _____ City _____ State _____ Zip _____

Mailing Address (if different) _____ City _____ State _____ Zip _____

Telephone _____ Fax _____

E-mail _____ Web Address _____

Federal Tax ID # _____ SS # _____

Company Description _____

Principals Name _____ Position with Company _____

Home Address _____ City _____ State _____ Zip _____

Home Telephone _____ Personal E-mail _____

Credit Line Requested \$ _____ Retail Value of Inventory \$ _____ Annual Gross Sales \$ _____

Business Bank Name _____ Month/Year Business Began _____ Number of Employees _____

Register this credit card for my fees: <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> AMEX <input type="checkbox"/> Discover			
Name on Card _____	Card Number _____	Exp. Date _____	CW _____

Certification: This agreement becomes effective when approved by an officer of Corporate Barter Network, LLC. If this application is accepted, the company as well as the individual signing for the company agree to assume joint and several responsibility for all purchases and fees as outlined in the Membership Agreement and Trade Rules and Regulations. Under the penalties of perjury, I certify that the information provided on this form is true, correct and complete.

Agreed to by _____ Title _____ Date _____

Application Taken by _____	Date _____
Corporate Office Approval _____	Credit Line Approved \$ _____

TRADE RULES AND REGULATIONS

The following Trade Rules and Regulations form part of and are included in the Membership Application and Agreement

1. I/We, hereinafter referred to as the "member" or "members" hereby apply for membership in Corporate Barter Network, LLC (hereafter referred to as CBN) for the purpose of trading products and/or services with other CBN members or affiliated trade exchanges. I/We agree to read and abide by the trading Rules and Regulations prescribed below which are incorporated with and made a part of this Agreement and further agree that this Agreement may be amended from time to time in the manner provided herein.
2. Member, as well as all individuals and other entities liable hereunder, do hereby agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, exclusive of its conflicts of law provisions, that any suit involving any dispute or matter arising under this Agreement shall be brought in any Pennsylvania State Court having jurisdiction over the subject matter, and that the proper venue shall be Berks County, Pennsylvania. Furthermore, client, as well as all individuals and other entities liable hereunder, hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding, and hereby waive a jury trial.
3. CBN acts as a clearinghouse, third party record keeper, brokerage and barter exchange for its members who have joined CBN's referral and trade network to trade or barter their individual products and services among themselves. The sole principals in a trade are the buying and selling member. CBN is not the agent for any member nor is CBN the guarantor of any transaction, trade or trade credit(s). CBN does not guarantee the availability of a particular service, product, customer or member within the trade network. It is member's responsibility to initiate and engage in trades and derive the economic benefits of the referral and trade network.
4. Trade transactions are entered into on a voluntary basis between members of CBN or affiliated trade exchanges and although CBN may provide referrals as a service to its members, CBN assumes no responsibility for the quality, timely delivery, warranty or dispute of any nature between members or between members and affiliated trade exchanges with regard to any products or service being traded. Member should exercise the same diligence entering into trade transactions as they exercise with ordinary cash transactions. CBN reiterates that it is functioning in a brokerage capacity and the member does hereby indemnify and holds CBN harmless with respect to any claims, debts or liability whatsoever arising out of any trade exchange transaction wherein the member is a buyer or a seller.
5. All CBN fees earned are for payment of services rendered and processing members into the exchange system, maintaining records and facilitating the member's use of the exchange and otherwise regulating and administering the exchange system.
6. A buyer must always identify himself/herself to the seller as a CBN member before making a purchase. To receive credit for transactions, a member who is a Vendor (Seller) must:
 - a. Obtain an authorization number from CBN on each transaction;
 - b. Obtain the buyer's signature on a CBN trade draft or other written document.
7. The member/seller agrees/acknowledges and understands that if a signed trade draft is not submitted in the case of a dispute, CBN is obligated to reverse the transaction.
8. For telephone order transactions, seller must retain a facsimiled trade draft with buyer's signature.
9. Sales to persons without a trade draft or to persons using a trade draft of another member or sales by mail or sales by telephone, as provided in this Agreement, are at the member's sole discretion. An authorization number must be obtained for all such sales but the selling member is fully responsible for satisfying himself that the buying member is, in fact, a member or has authority to use a trade draft of another. CBN will not accept liability surrounding such sales if a dispute arises and it will be the responsibility of the seller to collect from the buyer should CBN choose to reverse any authorization provided.
10. Selling members shall furnish all materials and labor for 100% trade at members' normal prevailing prices. Real Estate and individual transactions over \$5,000 may be negotiated for a partial cash payment with prior approval by CBN and the members involved.
11. Direct trades between members are prohibited. If direct trades occur, CBN may, at its option, charge each party a cash penalty of 20% of the transaction total in addition to the standard cash transaction fee. CBN may also, at its option, terminate membership of any party to such a trade.
12. Each sale/purchase or trade is a barter purchase or sale of goods and/or services whereby payment is made in trade credits posted to a member's account pursuant to these Rules and Regulations. A trade credit is an accounting unit used to record the value of the trade and ownership of trade credits, denotes, the right to receive goods and services available within the CBN system. Trade credits may be used only in this manner and for the purpose or purposes set forth in these Rules and Regulations and will not be considered legal tender, securities or commodities and may not be redeemed for cash, except as specifically provided in these Rules and Regulations. CBN disclaims responsibility for the negotiability of trade credits or for the availability of any particular goods or services from any source.
13. Purchases by members must be limited to the amount of CBN trade credits in the purchaser's/buyer's account plus any line of credit amount available to the purchaser/buyer. Members wishing to apply for a line of credit may submit an application for approval and approval will be in the complete discretion of CBN. Members will be required to compensate CBN in cash or by way of credit card payments on demand for any deficit amounts in the trade credit accounts resulting from purchases made without sufficient trade credit balances or without prior loan arrangements. Members will pre-authorize access to valid and existing credit card accounts. Lines of credit are granted at the sole discretion of CBN and may be adjusted or revoked at CBN's discretion.
14. Members may request their account to be placed in standby status (temporarily decline further CBN sales) only if:
 - a. Member's account has a positive trade credit balance over \$3,000;
 - b. Member gives written notice to CBN of said request.
15. Anytime a member's trade account is in a deficit position, CBN has the right to demand immediate payment in cash for the total trade deficit due and owing and may take any action to secure such payments if deemed necessary. CBN reserves the right to adjust cash balances with members' trade accounts and the member agrees and acknowledges that CBN may have access to pre-authorized credit card accounts which CBN may access for any deficit due and owing.
16. In the event of a breach of this Agreement, member agrees to pay reasonable cumulative costs, litigation costs, attorney fees, court costs, collection costs and/or interest. Member further agrees to be personally responsible for any indebtedness to CBN.
17. The declaration and reporting of all applicable local, municipal, state/provincial and federal taxes, including but not limited to appropriate sales and excise taxes and GST, resulting from trade transactions rest solely with the members. Barter sales are taxable events for municipal, state/provincial and federal tax purposes and must be recorded as income for tax purposes. If CBN is required by law, be it municipal, provincial, federal or other, to obtain identification and/or information and to report trade sales in any way whatsoever, the member agrees not hold CBN liable for any actions CBN takes in compliance with the said laws.
18. All cash transactions, fees and charges are due upon receipt of the CBN monthly statements. If payment, by cash, check or credit card has not been received by the 15th of the month or within 10 days of the monthly statement (whichever is longer) fees and charges will be charged against members MasterCard, Visa or American Express credit card account, although that will occur no sooner than the 15th of the month. CBN reserves the right to suspend all trading privileges of members whose accounts are not paid in full by the 15th of the month that the statement is forwarded. A late payment of \$10 cash and 1.5% of the gross amount of cash fees due per month will be assessed at month end if the transaction fees and charges are not paid in full, a suspension of trading privileges may be put into effect until the account is current. These terms reflect the additional costs incurred by CBN in order to bill and collect these accounts and the member agrees to waive all rights to usage of any positive trade credit balance in his account and grants CBN the right to hold any such balances so long as any cash, fees and charges remain outstanding after the last day of the month in which the statement is forwarded.
19. Member's monthly statement will be considered accurate as printed unless CBN's accounting department is notified of any discrepancy in writing within 15 days of the statement being received. CBN will issue monthly statements to members reflecting account activities and monies due and owing to CBN and all transactions are subject to audit and verification by CBN and, in the case of inaccuracies, CBN may debit or credit the member's account, without notice, as a result of such error.
20. CBN may, in the future, publish bulletins or directories containing modifications or additions to these Trading Rules and Regulations that are deemed to be in the best interest of CBN members and by which the member agrees to abide. Retention and/or use of the CBN trade draft constitutes acceptance of the CBN Application and Agreement and acknowledgement with all Rules and Regulations and with all terms and conditions of a member of CBN.
21. Any member that has a credit card, pre-authorized payment declined or check returned to CBN, for any reason, by a financial institution will be charged \$25.00 cash for each said return.
22. Member acknowledges, consents, and grants to CBN the right and power to regulate and control the number of outstanding trade credits within the exchange system and to make trade credit loans to members as set forth in these Rules and Regulations.
23. Member(s) grant CBN the right and power to make trade credit loans to any member on terms and conditions consistent with member's credit worthiness and ability to repay. The exercise of this power shall be at the sole discretion of CBN management with regard to principal, interest, terms and conditions, lending policy, and other particulars. Members desiring to apply for a loan may be required to submit a loan application, financial statement, credit agreement, promissory note, and equivalent collateral prior to approval. CBN is under no obligation to extend credit at any time. CBN will use its best efforts to insure timely repayment of principal and interest, appropriate collateralization, and perfection of security interest in all loans. Member acknowledges that in consideration for loan management services provided by CBN, all fees, service charges, and other proceeds from such loans are the sole and exclusive property of CBN. Member will be given written confirmation of the credit line issued. The outstanding balance of the line of credit, as it is utilized, will be treated as a loan under the Rules and Regulations. A member in a deficit position may not refuse trade and must trade their products or services at the prevailing cash prices. Failure to do so will result in immediate termination of membership and the outstanding deficit balance immediately due in cash to CBN. A member who has made purchases in excess of member's established line of credit may not make purchases and must trade his/her products or services until such excess deficit is cured. At CBN's option, member may be billed and shall pay such amount of the outstanding balance in cash.
24. Member agrees to indemnify and hold harmless CBN for any loss incurred by member which is caused by any act of omission of member including, but not limited to the following: failure to complete a transaction after a voucher has been signed; failure to properly perform services for another member; failure to deliver goods that conform to a contract with another member; and improper pricing by a member. In the event of payment, loss, expense, or the crediting of member's accounts by CBN in which payment, loss, expense, or the crediting of member's account arises out of any transaction between members. CBN shall be subrogated to the extent of the amount of such payment, loss, expense, or crediting of a member's account to all the rights, powers, privileges and remedies of any member against any other member's account. Member shall execute all papers required by CBN and render all necessary assistance, other than pecuniary aid, to enable CBN to secure the right granted in this paragraph.
25. Member authorizes CBN to make whatever credit investigation it deems appropriate and to exchange any information received in the course of such investigation. CBN may request reports from credit reporting agencies. If member asks whether a credit report was requested, he/she will be informed, and if CBN has received a credit report, member will be given the name and address of agency that supplies the report.
26. CBN is responsible only for commitments made in writing by only a duly authorized corporate officer of CBN, not verbal or written commitments made by account executives, trade brokers, or other representatives of CBN.
27. CBN reserves the right to modify or change the annual membership fees, commissions, maintenance fees, and any service fees at any time. Member will receive thirty (30) days written notice of any such changes.
28. Unless otherwise stipulated between CBN and the particular member, member authorizes CBN to notify and advertise to other members the availability of member's products or services. CBN may use, free of charge, the name, address and logo of any member in any CBN advertising and promotion, unless otherwise stipulated in writing by member.
29. Member or CBN may cancel this Agreement upon written notice to the other party. Upon cancellation, all trade credits due to the member must be spent within 90 days on products and services available through CBN and the member may stay active for the said 90 days and spend the balance until purchases equal sales by paying CBN in advance the cash commission and service fees on the positive balance. Any outstanding balance due, CBN must immediately be paid in full, by products or services deemed acceptable by CBN, or in cash. Upon termination for any reason, all obligations under this Agreement and pursuant to the Rules and Regulations in connection with any trade transaction shall survive termination of this Agreement.
30. CBN may freeze an account and/or cancel this Agreement if:
 - a. CBN has received two or more complaints on a given member for either poor performance or for attempting to charge in excess of member's industry or retail prices or for overpricing in any form;
 - b. The member has committed fraud against CBN or any CBN members;
 - c. The member is charging cash and/or not following and abiding by member's contractual Agreement with CBN; or,
 - d. For any other reasonable cause.
31. Member agrees and acknowledges that the decision of CBN to freeze and/or terminate the member's account shall be final and conclusive and in the sole and absolute discretion of CBN.
32. Member grants CBN a security interest in all trade credits in member's account for the amount of all unpaid cash fees. In the event of the insolvency or bankruptcy of a member, all cash shall be due and payable in full. Upon member's filing a petition under chapter 7, 11 or 13 of the United States Bankruptcy Code or an Assignment for the Benefit of Creditors, no trade shall be allowed until all cash fees due CBN have been paid in full.
33. CBN reserves the right to mail statements only in the month there is activity in member's account. If there is no activity for six months in a member's account, CBN reserves the right to place the member's account in a dormant status and to refrain from mailing monthly statements. If member's account is inactive for twelve months, CBN membership will be immediately and automatically terminated. Member's account will be terminated in accordance with these Rules and Regulations.
34. Time shall be of the essence in this Agreement and with regard to these Rules and Regulations.
35. Memberships in CBN may not be transferred or sold or assigned in any fashion without prior written approval from CBN.
36. Forbearance or indulgence by CBN in enforcing any of the terms of this Agreement and these rules or regulations shall not constitute a waiver of the obligations to be performed by the member under this Agreement and CBN shall be entitled to any remedy available to it pursuant to this Agreement or by law notwithstanding any such forbearance or indulgence.
37. Each and every term and provision contained in this Agreement and in the Rules and Regulations is severable and if any such term or provision should be judged invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Agreement or the Rules and Regulations or of any term or provision of the Agreement or the Rules and Regulations and the remainder shall remain valid, legal and enforceable and in full force and effect.
38. Upon acceptance of this Agreement and the opening of an account for a member by CBN, the member and individuals signing for or on behalf of the member hereby assumes joint and several responsibility for any and all purchases and fees as outlined in this Agreement and the individual signing on behalf of a corporation agrees to guarantee and be personally liable for the full performance, by the said corporation, of this Agreement and conformity with any and all Rules and Regulations.
39. The member and CBN agree and acknowledge that transmission by facsimile of this Agreement, Rules and Regulations, changes to Rules and Regulations, a membership application and/or trade receipts or drafts shall be valid and treated as if they are in original form. In the event that the member or CBN utilize facsimile transmitted signed documents, both parties hereby agree to accept and hereby agree to rely upon such documents as if they bore original signatures.
40. The Applicant agrees, acknowledges and authorizes the use of the credit cards or pre-authorized bank account deductions above noted for payment of any and all outstanding fees, charges and account balances at any time and from time to time. CBN requires written notice of intent to cancel memberships in CBN. All fees and charges, including but not limited to the initial set up fee, are in payment for services rendered in processing members into the trade exchange, maintaining records and facilitating the member's use of the exchange. It is understood that this Agreement will become effective when signed by the member/applicant and an officer of CBN.