



*Young Living*  
**ESSENTIAL OILS™**



**DISTRIBUTOR APPLICATION  
& AGREEMENT FORM**

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**APPLICANT INFORMATION**

NAME (LAST, FIRST, MI)

SOCIAL SECURITY OR FEDERAL ID #

CO-APPLICANT OR BUSINESS NAME

STREET ADDRESS (CHECKS AND MAILERS WILL BE SENT HERE)

CITY

STATE/PROVINCE

ZIP/POSTAL CODE

COUNTRY

SHIPPING ADDRESS (PACKAGES WILL BE SENT HERE)

CITY

STATE/PROVINCE

ZIP/POSTAL CODE

COUNTRY

HOME PHONE #

WORK PHONE #

FAX #

E-MAIL ADDRESS

**PLEASE CHECK ONE OF THE FOLLOWING**

**FIRST TIME ENROLLMENT**

I understand I must place a minimum \$50 order to become a Distributor or re-enroll and purchase a Distributor Kit or the Policies and Procedures Manual except where this requirement is prohibited by law. (The order must be separate from this application.)

**PREVIOUSLY ENROLLED**

I was previously enrolled as a YOUNG LIVING ESSENTIAL OILS Member and have been inactive for at least 6 months. I wish to re-enroll.

If you know your previous member number, please list it here. # \_\_\_\_\_

**IMMEDIATE SPONSOR INFORMATION**

(APPLICANT'S FIRST UPLINE MEMBER)

NAME (LAST, FIRST, MI)

MEMBER #

STREET ADDRESS

CITY

STATE/PROVINCE

ZIP/POSTAL CODE

COUNTRY

HOME PHONE #

WORK PHONE #

FAX #

E-MAIL ADDRESS

**REFERRING SPONSOR INFORMATION**

(MEMBER REFERRING NEW APPLICANT)

NAME (LAST, FIRST, MI)

MEMBER #

HOME PHONE #

WORK PHONE #

FAX #

E-MAIL ADDRESS

By signing below, I acknowledge that I **have read** and agree **to the terms and conditions on the front and back of this agreement.**

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

# DISTRIBUTOR AGREEMENT

1. Applicant hereby applies to be a Distributor in Young Living Essential Oils' (YLEO's) Network Marketing Program. If this application is approved by YLEO, the Applicant agrees to the terms of this Distributor Agreement and to be an independent contractor distributor for YLEO. Applicant confirms that he/she is of legal age and capacity and can be bound by the terms of this Agreement, the Compensation Plan and Policies and Procedures. Any violation of terms of this agreement could be grounds for termination.
2. YLEO may approve or reject this application at its sole discretion and for any reason in accordance with YLEO Policies and Procedures in effect now or in the future. Approval of this application by YLEO is YLEO's authorization for Applicant to be a Distributor and sell YLEO Products. The authorization to be a Distributor and to sell YLEO products will continue for an indefinite period unless:
  - a. Applicant's account becomes inactive. Accounts are considered inactive when less than \$50.00 commissionable purchases are made within a six-month period;
  - b. YLEO cancels the agreement because of a violation of terms of the Agreement, Compensation Plan or Policies and Procedures. The Compensation Plan and Policies and Procedures may be modified from time to time by YLEO, and Applicant agrees to be bound by such changes so long as Applicant remains a Distributor or accepts commissions, products or payments of any kind from YLEO; or
  - c. Applicant cancels agreement by written notification to YLEO. If Applicant cancels the Agreement within 30 days of the date it is signed.
3. This Agreement does not establish an agency, joint venture or employer/ employee relationship. Applicant and YLEO agree that this Agreement does not create a fiduciary relationship between them. Applicant acknowledges that he/she is an independent contractor and is not a spokesperson, legal representative or employee of YLEO or any member of the YLEO Network Marketing Program. Applicant acknowledges that he/she cannot obligate or otherwise bind YLEO to any agreement or duty. Applicant agrees to assume the responsibility for all taxes coming due or arising from his/her activities as a YLEO Distributor including, but not limited to, sales tax, state and federal income tax, FICA and Medicare withholdings and unemployment tax. In addition, Applicant agrees to abide by all state and federal laws pertaining to the sale and distribution of YLEO products, including the filing of any documents or forms. It is the responsibility of the Distributor to read the YLEO literature and educate himself on the correct and safe use and application of Young Living products. YLEO cannot be held responsible for failure to do so. Applicant indemnifies and agrees to hold harmless YLEO, its officers, directors, employees and agents against any liability, claims, obligations, expenses (including attorney's fees) or other damages arising out of any representations made by him/her (or Applicant's agents, employees, attorneys) in connection with YLEO products and not in coincidence with this Agreement and YLEO Policies and Procedures.
4. YLEO authorizes Applicant to sponsor other Network Marketing Program Members (YLEO Members) in accordance with YLEO Policies and Procedures. Applicant agrees to train and supervise any YLEO Member that Applicant sponsors. Applicant agrees not to make ANY claims regarding amount of potential earnings. Applicant agrees not to make ANY claims that state or imply that earnings can be based on the sole activity of sponsoring other YLEO Members. Applicant further agrees not to make ANY claim that states or implies that YLEO Members have exclusive territories.
5. This Agreement cannot be sold or assigned without the written approval of YLEO. All successors in interest or assigns must comply with all terms of this Agreement.
6. All YLEO products purchased by Applicant are subject to the warranties and disclaimers applicable to these products at the time of purchase. Applicant acknowledges that YLEO products are not to be marketed and agrees to:
  - a. Not make diagnoses of medical conditions;
  - b. Not make claims that YLEO products will prevent, treat, cure or mitigate any disease or disease condition in humans or animals;
  - c. Not use pictures, graphic displays or other written materials or make any claims about YLEO products not contained in YLEO sales and promotional literature approved by YLEO; and
  - d. Not make any claims about YLEO products that can be construed as a drug or health claim.
7. Applicant will qualify for commissions provided that Applicant sells, distributes, or uses a minimum of 70% of the products he/she orders from YLEO. Applicant must also pay for the products or services he/she orders prior to the invoice due date. If Applicant fails to pay for the products or services on or before the due date, Applicant authorizes YLEO to withhold the proportionate amounts from the Applicant's Commission checks and Bonus checks, or debit the amount from electronic checking accounts or credit card accounts against which Applicant has authorized YLEO to make charges or deductions. If payments remain outstanding, Applicant acknowledges and agrees YLEO at its sole discretion may withhold future commissions, bonuses, place Applicant's account on inactive status and/or cancel Applicant's Network Marketing Program membership. Any losses of commissions or bonuses due to delays in payments, agreements, orders or other necessary documents or information remain the sole responsibility of the Applicant.
8. Applicant acknowledges that YLEO product names as well as the YLEO corporate name and logos are the exclusive property of YLEO. Applicant agrees not to use the YLEO product names, corporate name or logo to promote his/her independent business without written authorization from YLEO. Applicant further acknowledges that the YLEO Downline Genealogy, Reports, Policies and Procedures Manual and Compensation Plan are YLEO proprietary property and contain confidential business information and trade secrets. Applicant agrees not to use the information contained in those Reports except to develop his/her YLEO business and not to compete with YLEO. Applicant agrees not to disclose the information contained in those Reports to third parties or to recruit, solicit or otherwise engage other YLEO members to participate in other business ventures.
9. Applicant acknowledges that YLEO is not liable for any damages or losses caused by the delay or inability to manufacture, sell or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God or from any other causes that are beyond the control of YLEO.
10. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah applicable to contracts to be performed therein. In the event any court of competent jurisdiction shall declare any portion of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated thereby, but shall remain in full force and effect.
11. This Agreement constitutes the complete and final agreement between YLEO and Applicant as to the matters set forth herein, and no party shall be bound by any term, condition or representation, oral or written, not set forth herein except to the extent incorporated in this Agreement. This Agreement may be modified only by an instrument in writing signed by all the parties.
12. The waiver by Applicant of YLEO of a breach of any provision of this Agreement shall not be considered to be a continuing waiver and shall not operate or be construed as a waiver of any subsequent breach by either party. Waiver of any term of the Policies and Procedures Manual must be in writing and signed by an authorized officer of YLEO.