



**BARTER
CONNECTIONS
INC.**

NATIONAL BUSINESS TRADE EXCHANGE

1330 CENTRE STREET,
NEWTON CENTER, MA 02459
Phone 617-738-8800 617-969-0088
Fax 617-738-9655

MEMBERSHIP APPLICATION AND AGREEMENT

(Acceptance of this application shall be contingent upon approval of category availability and Exchange review)

MEMBER NAME _____ WEBSITE _____

BUSINESS ADDRESS _____

CITY _____ ZIP CODE _____ PHONE _____ FAX _____

PRESIDENT, PARTNER OR OWNER _____ EMAIL _____

HOME ADDRESS _____

CITY _____ POSTAL ZIP CODE _____ PHONE (_____) _____

DESCRIPTION OF GOODS AND/OR SERVICE _____

SOLE OWNER PARTNERSHIP CORPORATION

CARDS TO BE ISSUED TO THE FOLLOWING:

CARDHOLDER'S NAME _____ TITLE _____

01. _____

02. _____

03. _____

04. _____

05. _____

CREDIT REFERENCES (BANK, etc.) _____

SPONSOR _____

As a Member of Barter Connections, Inc. Trade Exchange, we agree to:

1. Provide our goods or services at fair market value to other Members, which in turn entitles us to acquire their good and services on the same basis.
2. Pay initial membership fee of \$395. Thereafter annual dues of \$200 are payable upon the anniversary of the date of acceptance of this application by the Exchange.
3. For services rendered to Us by Barter Connections, Inc. we agree to pay a service and accounting fee of 15% based on the gross value of goods or services purchased through Barter Connections, Inc. It is payable in cash upon receipt of monthly statement.
4. Member and/or Barter Connections, Inc. have the option to cancel this agreement as specified in the rules and regulations which form a part of this agreement.

This agreement made and entered into on this _____ day of _____ 20____, becomes effective when signed by an officer of Barter Connections, Inc. and is binding upon the heirs, successors and assigns or administrators of the Member.

Signatures:

(Account Executive)

(Applicant)

(Title)

For office use only

(Exchange officer)

(Date)

Rules and Regulations Governing the Use of Barter Connections Inc.

The Following rules and trading procedures of Barter Connections Trade Exchange form part of and are included in the membership application and agreement which has been made with Barter Connections, Inc.

1. All purchases over \$100.00 shall be directed to Barter Connections, Inc. for credit approval and authorization number for Seller's protection
2. All trades must be at the member's normal prevailing price.
3. All transactions over \$100.00 consummated without Barter Connections authorization may or may not be accepted Connections, Inc. and when not accepted will remain the responsibility of the Seller.
4. Members may purchase only to the extent of Credits on their account or a Credit line if it has been approved by the Board of Directors of Barter Connections, Inc.
5. Whenever a transaction is completed, the Seller shall fill out in detail the 3-copy sales slip furnished by Barter Connections original copy must be forwarded to Barter Connections, Inc., the second copy remains with the Seller, and the buyer receives the third copy.
6. All sales slips must be submitted within 5 days of each transaction in order for Barter Connections, Inc. to Maintain m proper credit accounting. In case of a discrepancy on a sales slip or a monthly statement, Barter Connections, Inc. will consider all facts and make a decision at its discretion.
7. Members retain the right to cancel their membership for good cause by delivering to the Exchange their written notice. Termination will become effective on the tenth (10th) working day following the receipt of notice by the Exchange. Upon termination member agrees:
 - a) to pay any outstanding balance owed to Barter Connections, Inc. in cash within 15 days of the effective date of termination.
 - b) to spend trade dollars due to Member for goods and services available through the Exchange and within ninety (90) days of the effective date of termination. Failure of terminating Member to spend any trade dollars due within the ninety days allowed shall result in a forfeiture of these trade dollars to the Exchange.

These same rules are enforced when individual member's membership is terminated by Barter Connections, Inc. for any violation of trading rules, regulations and procedures.

8. Members when have not paid cash service charges within thirty days after statement date shall be considered delinquent. A carrying charge of one and one half (1 1/2) per cent per month of the total amount of fees due shall be assessed. The minimum late charge is \$10.00. Also their account shall be placed in a trading suspended status.

Members who have not paid their fees within sixty days of the statement date will be subject to termination of membership.

In the event that legal action must be taken by Barter Connections, Inc. against a member to enforce any provisions of the rules and regulations Barter Connections, Inc. shall be entitled to recover reasonable attorney's fees and all court and collection cost related thereto as well as all debit balances then owing whether in cash or trade dollars (one dollar in trade credits being equal and equivalent to one dollar in cash), together with interest on all debit balances at the rate of 1 1/2% per month.

9. Trade transactions between members are entered into on a voluntary basis. The Exchange is not responsible for the quality, timely deliveries, warranties or any other problems which arise with respect to goods or services traded by members of the Exchange. Members should exercise the same diligence in entering into trade transactions as ordinary business transactions for cash.
10. In the event of any breach of Membership agreement by Member, Member agrees to pay reasonable attorney fees, court cost, collection costs and interest.
11. If total volume sold through Barter Connections Inc. trade exchange exceeds \$15,000 a year service charge will be reduced by 1%; if it exceeds \$25,000 a year, service charge will be reduced by 2%.
12. Membership in Barter Connections, Inc. shall automatically renew unless written notice of intention (certified mail) not to renew shall be provided no less than 60 days prior to termination date.
13. Barter Connections, Inc. is authorized to debit and charge the member's credit card account for any and all service charges and other fees due Barter Connections, Inc.
14. Member agrees that it shall not join another barter service or participate in such a program for one year from the initial commencement of this membership agreement.
15. Barter Connections, Inc. reserves the right to investigate overpricing and to make whatever adjustments may be deemed necessary, to the extent of membership cancellation.
16. Barter Connections, Inc. reserves the right to modify the above rules and regulations at its discretion when deemed necessary and beneficial to the operation of the barter program.
17. Each and every term and provision contained in the Application Agreement and these Rules and Trading Procedures is severable from every other term or provision therein. If any such provision or term shall be invalid, illegal or unenforceable it shall not affect the validity, legality or enforceability of the remainder or any other provision or term of these Rules and Trading Procedure, the Application Agreement and Master Agreement which shall remain **valid, legal, enforceable** and in full force and effect.