



## JRTE Member Agreement

**Legal Business Name:** \_\_\_\_\_ **DBA** \_\_\_\_\_

( ) Partnership ( ) Corporation ( ) LLC ( ) *Sole Proprietor*

**Fed ID #** \_\_\_\_\_ **OR Social Security#** \_\_\_\_\_ **\* SS# Required Unless Corporation\***

How long has this business been established? \_\_\_\_\_ years

**Main Contact:** \_\_\_\_\_ **Alternative Contact:** \_\_\_\_\_

Email: \_\_\_\_\_ Alt. Contact Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_ ( ) **Check if authorizing 2<sup>nd</sup> JRTE Trading Card**

City/State/ZIP \_\_\_\_\_ Business Phone: \_\_\_\_\_

Website: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell: \_\_\_\_\_ ( ) Check only if to be included on profile page

**Business References (2):** Biz Name \_\_\_\_\_ Contact \_\_\_\_\_ # \_\_\_\_\_

Biz Name \_\_\_\_\_ Contact \_\_\_\_\_ # \_\_\_\_\_

**Personal Reference:** Name \_\_\_\_\_ Contact# \_\_\_\_\_

### Membership Fee - Restaurant Option:

( ) Lifetime Member

- \$500 in Certificates – **Due One Time Only!** (\*No Cash Required)
- 12% Broker Fees (Assessed Monthly Based on Trade **Purchases Only**)

( ) Annual Membership

- \$200 in Certificates – **Due Today & Annually w/ Renewal.** (\*No Cash Required)
- 12% Broker Fees (Assessed Monthly Based on Trade **Purchases Only**)

#### Initial Trade Participation Level:

You may change status anytime by simply calling or e-mailing your JRTE broker.

- ( ) Open: JRTE member cards accepted anytime - **blue** symbol
- ( ) Direct: Member may contact directly to initiate trade – **green** symbol
- ( ) Protected: Member must obtain prior approval from broker before initiating trade – **red** symbol
- ( ) Broker: Member must arrange trade through a JRTE broker – **yellow** symbol
- ( ) Special: Member must contact JRTE, as trade inventory may be limited, there may be a cash/trade component, or other restrictions may apply – **black** symbol

*See Official Terms & Rules For Complete Details - **Late payments shall be subject to a 2.5% late fee***

*Member is responsible for all trade authorizations initiated by authorized employees.*

*If you cancel your account with a negative trade balance you may be subject to cash collections equal to the remaining trade balance. Members canceling with a positive trade balance will be allowed 90 days to spend remaining trade balance.*

**PERSONAL GUARANTY** - Upon entering into this agreement, the undersigned party hereby guaranties payment of all sums. Usage of an assigned line of trade credit constitutes a debt to the system and may be payable in cash in the event of default or if acceptable trade options no longer exists.

**Client/Guarantor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**JRTE Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

( ) **Yes- I want to join James River Trade Exchange:**

I have read and understand the participation rules and regulations and am ready to start trading!

**\*Monthly billing occurs on or around the 1<sup>st</sup> of every month with Auto-Payments processed on or around the 12<sup>th</sup> of every month. Please enter your credit card information below or call JRTE:**

CARD# \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_



If you are not **100% satisfied** with our services after your first year of trading through JRTE we will cancel your membership with no penalty fees.

See attached **Terms of Agreement** for specifics.



1. **Cancellation Policy:**
  - A. **Member may cancel his/her membership in the JRTE at any time without cause by giving written notice of cancellation.** Effective date of cancellation will be the date of receipt of cancellation by the Exchange. When canceling membership, the Member shall pay all fees or charges due or yet to become due to the JRTE. **Members will have ninety (90) days from receipt by the Exchange of notice of cancellation to zero balance its trade credits account by making offsetting sales to Members in good standing. At the end of ninety (90) days, all debit balances shall be paid in cash. Any credit balances shall become the property of JRTE.**
  - B. **JRTE may cancel a Member's membership at any time with cause by giving written notice to Member,** at which time all fees or charges whether due or yet to become due will immediately become due and payable in cash. At the discretion of JRTE, Member shall have ninety (90) days from effective dates of cancellation to zero balance its trade credits account with offsetting sales to Members in good standing. At the end of ninety (90) days any debit balances shall be paid in cash. Any credit balances shall become the property of JRTE. Cause shall mean a breach of any of the covenants contained in the Agreement.
2. **JRTE shall bring Member new business during initial 12 month period or Member can request a refund of any paid initiation fees.**
3. **Members will sell goods and/or services for 100% trade at their prevailing non-discounted retail prices,** to other Members in good standing, up to their trade ceiling. Members may submit in writing requests for consideration of a surcharge to be applied to sales or products that have an abnormally low margin of profit. Written requests must contain sufficient documentation and evidence to fully substantiate the request. The decision of the JRTE, in respect to such requests, will be final.
4. **Statements on member's trading activity reflecting all sales and purchases are computed monthly and will show dollar balance and monthly maintenance charge. Payment is due upon receipt.**
5. In the event of a breached agreement by Member, Member agrees to pay reasonable attorney fees, court costs, collection costs and interest.
6. **Trade transactions between Members are entered into on a voluntary basis.** JRTE bears no responsibility for the quality of the products or services, timely delivery, prices, warranties, or any problems that arise from the transaction. Disputes between Members may be arbitrated by JRTE upon request of either Member in the dispute. Any dispute between members shall have no effect on the indebtedness due to the JRTE. Any refunds and/or adjustments will be made by means of a credit voucher signed by seller and upon receipt by the JRTE will be reflected in the monthly statement.
7. **All purchases must be approved by the JRTE prior to the sales and have a purchase authorization number assigned to each transaction.** Purchases by Members, partners the Exchange, and Exchange personnel will be limited to the buyer's current trade balance unless prior arrangements have been approved and authorized by an Officer of the JRTE. Members agree that such authorization is given to JRTE, its partners and Officers. Such authorization will be granted when it is considered in the best interest of the Exchange. A financial statement, promissory note, or equivalent collateral may be required by the JRTE prior to approval. Only by separate agreement or approval by the JRTE will a Member be granted an extension of its already designated line of credit
8. **Members wishing to make a trade purchase must call the Exchange prior to each purchase.** The Exchange reserves the right to decline to issue a purchase authorization when prior clearance to trade was not sought by the buyer, when the buyer had insufficient credits to make the purchase, or when the transaction is disputed by either party. Members that circumvent these procedures and rules while trading with other Exchange Members are subject to permanent cancellation of membership and/or payment of transaction fees on circumvented trades, at JRTE's option.
9. Seller must submit to the Exchange copy of the invoice to the Exchange within seven (7) days of the sale so that the buyer and seller accounts may be maintained in a current status. The seller is responsible for acquiring the purchase authorization number and securing the signature of the buyer on the purchase order. Purchase orders received by the Exchange without the buyer's signature and/or an authorization number may be returned to the seller for appropriate action. The seller in all instances will furnish all expertise required and must include sales and excise taxes, as appropriate, and all other charges pertinent to the purchase.
10. Overdrafts may be available upon JRTE approval. This overdraft privilege, if used, will constitute a debt to the system.
11. **Members must report to the Exchange any discrepancies in their monthly statement within fourteen (14) days of receipt; otherwise statement will be deemed correct and valid.**
12. **Trade credits are not intended, nor should they be considered to be legal tender or a form of securities. Members are advised that transactions involving trade credits be generally treated as taxable events for federal, state, and local tax purposes. Members should consult their tax advisors for appropriate tax treatment. JRTE will issue a 1099-B report at the end of each calendar year.**
13. JRTE trade identification cards are not transferable and remain the property of the JRTE and as such may be canceled and the privileges thereof revoked at any time by JRTE, with cause, and all JRTE cards issued shall be surrendered to the JRTE or its agent on demand.
14. In the event of a breach of the Membership Application and Agreement or these Trading Rules, Regulations and Procedures, JRTE may, in addition to all its other rights, do one or more of the following:
  - A. Cancel or suspend privileges of membership and/or demand payment in full of debit balances in cash.
  - B. Notify other Members that they are no longer to trade through JRTE with the defaulting Member.
  - C. Require that all, or a portion of the Member's cash fees is paid in advance.
15. JRTE reserves the right to add, change or delete any rules should such changes, additions or deletions be to the benefit of the Trade Exchange System. JRTE shall give ten (10) days notice of such changes, additions or deletions. Acceptance thereof by Member will be effective, by failure to give the Exchange written notice of objection within ten (10) days. Member agrees to abide by the current and existing rules and regulations of JRTE at all times (and as found on [www.jamesrivertrade.com](http://www.jamesrivertrade.com)) and understands that these Rules, Regulations and Procedures are part of this Membership Agreement. A current copy will also be held and made available at our office.
16. In the event the Barter system of the JRTE terminates, or ceases to do business, or ceases to exist or function, all Members in a debit position with respect to their trade balance, that is – owing trade dollars (one trade dollar being equal and equivalent for these purposes, to one dollar in cash in U.S. currency) will contribute that amount of cash into a fund. The fund, less expenses, will be distributed pro rata to all Members who are in a credit position with respect to their trade balance. Thus, all Members in a credit position will receive cash for their trade dollars to the extent the fund permits. JRTE shall not be liable to any Member in a trade dollar credit position for cash or trade dollars beyond the distribution of such fund aforementioned.

( ) I have read and agree to the participation terms, rules, regulations and procedures. (Signature) \_\_\_\_\_

## Member Web Profile Worksheet

\*Member profile pages are provided for each JRTE member at no cost; they are mini-websites within the JRTE website designed to promote members' businesses and provide the tools necessary to participate in the trade exchange.

**This is only a worksheet – it is NOT necessary to fill it out and send it to us.**

Below is the information our webmaster will need to create your member profile page; simply email all requested information to [pattijo@jamesrivertrade.com](mailto:pattijo@jamesrivertrade.com)

**\*Your JRTE Profile will need to have to following pertinent information in order for you to be a participating member:**

- Company Name: \_\_\_\_\_
- Trade Contact Name: \_\_\_\_\_
- Phone#: \_\_\_\_\_
- Cell# (optional): \_\_\_\_\_
- Fax#: \_\_\_\_\_
- Physical Address or Location: \_\_\_\_\_
- Website: \_\_\_\_\_
- Email Address: \_\_\_\_\_
- Executive Summary: 3-5 sentences describing your company and its products or services: \_\_\_\_\_
- Services or products you will offer on 100% trade: \_\_\_\_\_
- Disclosures regarding trades: Example - *Gratuities must be paid in cash*: \_\_\_\_\_
- Company logo and graphics – \*send as attachments

**\*If you have any questions please call 257-7126 or <mailto:PattiJo@JamesRiverTrade.com>**

### Bonus Referral Program:

\*As James River Trade membership grows – *with more members participating* – the more trade options each member has. Therefore every member is strongly encouraged to bring in 4 (or more!) new members per year.

**\*Earn \$100 in trade credit for each qualified referral that joins JRTE in the next 60 days:**

Business: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Business: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Business: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*Note: Please let them know we will be calling them to set up a short meeting to answer any questions they may have about James River Trade Exchange.**