



Application for Distributorship

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

How did you hear about us? _____

Full Name: _____

Street or P.O. Box Address: _____

City, State, and ZIP Code: _____

Telephone Number: () _____

Daytime Number: () _____

Cell: () _____

Fax Number: () _____

E-Mail Address: _____

Drivers License Number: _____ State of Issue: _____

Professional and/or Work Experience: _____

Educational Experience (check highest level attained and describe area of study):

- _____ Post-Graduate
- _____ Graduate
- _____ Undergraduate
- _____ High School
- _____ G.E.D.
- _____ Other

Why do you want to become a part of the Le Gourmet family of distributors? _____



Information On Your Contract

We realize that contracts can be detailed and inconvenient to read. We receive many questions regarding our contract; therefore, we have compiled the following information so we may help you to understand the terms of your agreement.

- You may order from any vendor you wish, whether from our list of over 1,000 vendors or from suppliers you find on your own. We have been cautious to choose only those vendors who offer a solvent company, excellent products and a solid reputation. After 15 years of research, we have managed to find the best vendors and negotiate the most attractive deals for you.
- Concerning our products: You do not need a liquor license for your business. All of our items are nonperishable with a long shelf life. You need no refrigeration units, and you can run this business from your kitchen, basement or a spare room! Space is not an issue.
- You can be as creative as you like. We have wonderful designs to teach you at training or you can design your own signature baskets with the basics you learn from our certified trainers. You will not be obligated to follow only our designs. We encourage you to design the perfect gift basket in conjunction with your client's specifications and your expertise. We will teach you all you need to know to take an order and make the perfect gift! When you complete your training you will be presented with a certificate of completion as a Le Gourmet Gift Basket Professional which is suitable for framing.
- We will help you choose the perfect name and logo for your business. Once we have chosen a suitable name for your business you will be able to directly tie yourself with Le Gourmet Gift Basket as "a division of" or "affiliated with" Le Gourmet Gift Basket Inc."

Once you have had an opportunity to review this contract and have approved the terms:

- 1) Please phone our corporate office and advise us of your intention to become a part of our program.
- 2) We will confirm your acceptance into the program and confirm the fact that we have availability in your geographic area.
- 3) If paying by credit card, please fax in your application and the signed signature page of your contract to: 847-556-6467. You may call in with a credit card for payment. If paying by check, please overnight the application, training option, signed signature page and your deposit (Silver - \$1,750.00; Gold - \$2,750.00; Platinum - \$4,250.00; Platinum Elite - \$6,500.00; Titanium - \$11,000.00) of your chosen program level to:

**Le Gourmet Gift Basket, Inc.
P O Box 5423
Evanston, IL 60204-5423**

Please **make check payable** to *Le Gourmet Gift Basket, Inc.* We will reimburse \$17.00 to you for the cost of overnight postage.

- 1) Please phone us with any questions you might have.
- 2) Your training will be scheduled after discussing your availability. Your manual, equipment, etc., will be sent to you within 24 hours of receiving your deposit and contract signature page.

Thank you for your interest in Le Gourmet!



LE GOURMET GIFT BASKET, INC. LICENSING AGREEMENT

THIS AGREEMENT is made by and between Le Gourmet Gift Basket, Inc., a corporation duly organized and existing under the laws of the State of Illinois, with its principal place of business at 4316 N. Elston Ave, Chicago, Illinois 60641 (Seller) and Buyer.

PAYMENT

The Seller, in consideration of the Purchase Price of: Silver Level- Thirty-Five Hundred Dollars (\$3500.00); Gold Level- Fifty Five Hundred Dollars (\$5500.00); Platinum Level- Eighty-Five Hundred Dollars (\$8500.00); Platinum Elite Level- Thirteen Thousand Dollars (\$13000.00); Titanium Level- Twenty-Two Thousand Dollars (\$22000.00); shall provide to the Buyer all materials described in the corresponding Business Package. Once accepted into the program, Buyer shall pay to Seller prior to or concurrently with Buyer's execution of this Agreement, the full agreed upon amount of Thirty-Five Hundred Dollars (\$3500.00); Fifty-Five Hundred Dollars (\$5500.00); Eighty-Five Hundred Dollars (\$8500.00); Thirteen Thousand Dollars (\$13000.00); or Twenty-Two Thousand Dollars (\$22000.00). This amount is nonrefundable.

LICENSE TERM

The term of this License shall be twelve months (12) months from the date of the execution of this agreement by both parties.

TRAINING OF BUYER

All Buyers shall receive applicable training materials that will include but is not necessarily limited to: (1) Written Materials. (2) All Company Manuals (3) Equipment, (4) Brochures, (5) Inventory and (6) Support through e-mail or 800 number. Additionally, Buyer will undergo training and receive subsequent certification of completion.

Each Buyer shall receive and must complete the Le Gourmet Gift Basket Corporation training program.

Training is to be conducted by DVD or in-person at the principal place of business of Le Gourmet Gift Basket, Inc., in Chicago, Illinois. If Buyer chooses to train in Illinois, the travel and lodging costs shall be incurred by the Buyer. No additional fees for the training session itself will be incurred by the Buyer.

If the Buyer chooses to be trained by using DVD, there is no additional cost for this method of training.

In addition to the initial Le Gourmet Gift Basket, Inc., System training, the Licensor shall maintain a toll-free 800 telephone number and E-Mail address for response to questions not answered in the Le Gourmet Gift Basket, Inc. System operation and procedural manual. The toll-free number for Le Gourmet Gift Basket, Inc. is: 1-800-93-GIFT-6 (1-800-934-4386). The Le Gourmet Gift Basket, Inc. E-Mail address is: info@legift.com. Licensee understands and accepts that certain methods of communication as set forth in this paragraph may be subject to economic, technological or other influences.

BUYER SHALL ASSUME ALL RESPONSIBILITY FOR COMPLIANCE WITH ALL FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, POLICIES OR RULES.

INDEMNIFICATION OF SELLER

If Seller shall be subject to any claim, demand, fine, debt, charge, or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Buyer, his or her employees or agents, or by reason of any act occurring on the Buyer's premises, or by reason of an omission with respect to the business or operation of the Buyer's business or operation thereof, Buyer shall indemnify and hold Seller harmless against all judgments, settlements, penalties, and expenses, including attorney fees, court costs and other expenses of litigation or administrative proceedings, incurred by, or imposed on Seller in connection with the investigation or any defense relating to such claim or litigation or administrative proceeding and, at the election of Seller, Buyer shall also defend Seller.

ASSIGNMENT OR TRANSFER BY BUYER

Buyer shall not sell, transfer or assign this License to any person or persons without Seller's prior written consent. It is hereby understood and agreed that any attempted or purported transfer, assignment, sale or other conveyance by the Buyer without the Seller's written consent thereto shall be null and void. Such consent shall not be arbitrarily withheld.

ASSIGNMENT OR TRANSFER FEE

Buyer, Assignee or Transferee, or his or her heirs or personal representative, shall pay to Seller Seven Hundred Dollars (\$700.00) for each assignment or other transfer to cover the cost of training the Assignee or Transferee and other expenses associated therewith.

ARBITRATION UPON MATERIAL BREACH

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its current rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If Seller shall make demand upon Buyer for arbitration, such arbitration shall be conducted in Illinois. If Buyer shall make demand for Arbitration, such arbitration shall take place in Illinois.

This Agreement providing for arbitration in this State confers jurisdiction on the court to enforce the Agreement under the laws of the State of Illinois, the Uniform Arbitration Act, and to enter a judgment on an award under Part Two thereof.

RELATIONSHIP OF THE PARTIES

In all matters pertaining to the operations of the Buyer's business, Buyer is and shall be an independent contractor with entire control and direction of his or her business operations, acting separate and apart from any business that may be operated by Seller, and subject only to the conditions and obligations established by this Agreement. No employee of Buyer shall be deemed to be an employee of Seller. Neither Buyer nor any person performing any duties or engaged in any work on the Buyer's premises at the request of Buyer shall be deemed an employee or agent of the Seller. Buyer shall have no authority, express or implied, to act as an agent of Seller for any purpose. Buyer is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, The gift basket business he or she operates, including any personal property, equipment, fixtures or real property connected therewith and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Buyer's business. Further, Buyer and Seller are not partners or in partnership nor association in any way, are not joint employers, and shall not be construed to be joint tortfeasors under any circumstances. Neither party hereto shall be liable for the debts or obligations of the other.

Nothing contained in this License Agreement shall be construed so as to limit or affect in any way, or entitle Buyer to share in, the profits, revenues, or income which Seller may earn or charge on sale to Buyer of products or services, and Buyer expressly acknowledges that Seller may earn or receive such amounts without any obligation therefore to Buyer.

REMEDIES CUMULATIVE

The rights and remedies of the parties specifically provided for herein shall not be in substitution for, but shall be in addition to, any and all other rights and remedies to which they shall be respectively entitled at law or equity.

ATTORNEY'S FEES

If Seller institutes any action at law or in equity against Buyer to secure or protect Seller's rights under or to enforce the terms of this Agreement, in addition to any judgment entered in its favor, Seller shall be entitled to recover such reasonable attorney's fees, witness fees, investigation fees, paralegal fees, and other fees, costs and expenses as may be allowed under the Rules of the American Arbitration Association or court of competent jurisdiction.

NOTICES

It is mutually understood and agreed that all notices and communications shall be in writing and addressed and sent by Registered or Certified mail, return receipt requested, or served personally to the Licensor at Le Gourmet Gift Basket, Inc., 4316 N. Elston Ave, Chicago, Illinois 60641. The current registered agent for Le Gourmet Gift Basket, Inc. is Rathenia (Rae) Hunter, 4316 N. Elston Ave, Chicago, Illinois 60641.

CHOICE OF AND GOVERNING LAW

This Agreement takes effect upon its acceptance and execution by Seller, and shall be interpreted, construed and enforced under the laws of the State of Illinois, which laws shall prevail in the event of any conflict of law.

ACKNOWLEDGMENT OF LICENSE INVESTIGATION

Buyer acknowledges that he or she has conducted an independent investigation of the Seller and its Le Gourmet Gift Basket, Inc. System and recognizes that the gift basket venture

