

TBC # \_\_\_\_\_

SALES \_\_\_\_\_

BROKER \_\_\_\_\_



# The Barter Company

1275 Shiloh Road

Suite 2010 • Kennesaw, GA 30144

Phone: (770) 591-4343 • Fax: (770) 591-4602



## CLIENT APPLICATION

Business Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Business Address \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Website \_\_\_\_\_  
No. P.O. Address Accepted.

Mailing Address (if different) \_\_\_\_\_

Principal (Owner, Officer, etc.) \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_

Home Address \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Type of Business [ ] Corporation [ ] LLC [ ] Partnership [ ] Sole Proprietorship

Principal Contact \_\_\_\_\_ Cell Phone Number (\_\_\_\_) \_\_\_\_\_

Year Business Started \_\_\_\_\_ Fed. Tax # (Corp) or S.S.# (Ind) \_\_\_\_\_

Business Bank \_\_\_\_\_ Account # \_\_\_\_\_

Location \_\_\_\_\_

As the Client's authorized representative, the Applicant requests that *THE BARTER COMPANY, INC.* (TBC) open an account for the Client listed on this application. The Client shall be bound by TBC's terms and conditions (as stated on the reverse of this page), TBC's rules and regulations, and TBC's monthly fees, all as in effect at this date and as amended in the future. The Applicant shall personally guarantee the performance of the Client's obligations, and be bound by the same rules, regulations, terms, and conditions. All monthly fees are due by the 15th of each month.

Client Sign-Up Fee \$ 395

Cash Transaction Fee 7.5% Sales 7.5% Purchases

Monthly Accounting Fee \$15 Cash, \$15 Trade

\_\_\_\_\_  
Initials

Referred by \_\_\_\_\_

Please issue Barter card(s) to: \_\_\_\_\_

Products and/or services available for **100% Barter**: \_\_\_\_\_

**Credit Card Pre-authorization. Circle one:** VISA MC AMEX DISC

I agree to *The Barter Company* Terms and Conditions, and that all initial and monthly fees to TBC may be automatically charged to my credit card as indicated:

Name on Card \_\_\_\_\_ Card # \_\_\_\_\_ Exp \_\_\_\_\_ Zip Code \_\_\_\_\_

**APPLICANT/GUARANTOR**

**THE BARTER COMPANY, INC.**

Security Code \_\_\_\_\_

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Service Representative

\_\_\_\_\_  
Authorized Signature/Guarantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Social Security Number

## TERMS AND CONDITIONS

1. **DEFINITIONS AND DISCLAIMER OF WARRANTIES:** For the purposes of this agreement, the business applying for membership is called Client and *The Barter Company, Inc.*, is called TBC, and the authorized representative applying on behalf of Client and guaranteeing the performance of Client's obligations is called the Applicant or the Guarantor. Client agrees that it is opening a Commercial Account with TBC as that term is defined by O.C.G.A. 7-4-16. TBC shall make reasonable efforts to administer trade among clients, but does not guarantee that any particular client will abide by the terms of the Client's agreement or the rules and regulations of TBC. The Client agrees and understands that TBC is a service organization whose purpose is to direct clients to each other for trading. TBC shall bear no responsibility for the quality and condition of goods and services. The selling client is obligated to stand behind its goods and services as with any business transaction, and the purchasing client shall have no claim or grievance against TBC for the failure of any other client or clients to deliver goods or services or any other claims of any kind, in tort or contract. The injured client's sole remedy and recourse shall be against the selling client.
2. **RELATIONSHIP WITH OTHER CLIENTS:** A TBC client shall immediately identify himself/herself as a TBC client upon initially contacting any other client for the purpose of purchasing goods and/or services. Each client shall treat the other client in the same manner, with the same professionalism, and with the same priority as any business customer. All business with other TBC clients must be conducted as a TBC trade.
3. **PRICING:** Client shall charge for its goods and/or services the same retail price as Client charges to the general public. All goods and services shall be sold as 100% trade unless previous, written approval is obtained from TBC.
4. **TRADING PROCEDURES:** Upon making a purchase, the purchaser shall present a TBC CLIENT CARD with a valid expiration date to the seller who shall call TBC to verify the client's account status and obtain an authorization code for the amount of the transaction. AN AUTHORIZATION CODE IS REQUIRED ON ALL TRANSACTIONS. Any transaction disputes must be submitted in writing to TBC, by certified return receipt mail, within 30 days of the disputed billing, otherwise all transactions will be deemed valid. In your letter give us the following information: your account number, the amount of the suspected error, description of the error, and an explanation. TBC will acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was sent.
5. **APPROVAL OF TRANSACTIONS:** TBC, at its option, may place a temporary freeze on a Client's account expenditures when TBC, in its sole discretion, determines that the Client is insolvent, or likely to become insolvent, or is or has become a serious credit risk, or the Client has failed or refused to abide by TBC rules and regulations.
- 6a. **CLIENT ACCOUNT CANCELLATION:** TBC and/or the Client has the option to cancel the Client's TBC account at any time by a thirty (30) day written notice to the other. Written notice shall be directed to TBC at the address on the front portion of this agreement. If a positive trade balance exists in the Client's account, TBC will require that the cash service fee be paid in advance by the Client for this trade balance and that the trade balance be spent out of the Client's account. If a negative trade balance exists in the Client's account, TBC will require that the Client pay the balance immediately in cash.
- 6b. **SPEND OUT ACCOUNT:** If TBC determines in good faith that a Client is either going out of business, sold its business, or stopped trading for any reason, the Client's account will be changed to a Spend Out Account. A Spend Out Account may be required to pay all cash fees up front. If so, spending will not be allowed on the account until all fees are paid in full in advance.
7. **DISPUTE RESOLUTION:** TBC, the Client, and the Guarantor agree that any legal action between TBC, the Client, and/or the Guarantor arising from this agreement, including TBC's provision of services and the Client's and/or Guarantor's payment of money owed, must be brought in a court of competent jurisdiction in Cobb County, Georgia. TBC, the Client, and the Guarantor submit to the personal jurisdiction and waive any objection to venue in any such court.
8. **GUARANTY:** The Applicant, also known as the Guarantor, to induce the granting of credit to the Client, does guarantee the debt personally and does waive any necessity of TBC to proceed with its claim against Client, either first or concurrently, as a condition precedent to bringing any action against Guarantor.
9. **FEES AND BILLING:** Charges billed on monthly statements or "other cash or trade charges" shall be automatically charged to the credit or charge card indicated on the application, if not paid within ten (10) days after the receipt of the monthly statement or "account cancellation." If the charges are denied or the card expires, the Client must give TBC a new card or expiration date within 10 days or a \$10.00 additional fee will be charged per month in cash and trade. Additional subaccounts may be set up for an additional fee: \$100 per business & \$50 per employee account.
  - Transaction Service Fee: This fee is charged to the Client based upon transactions made with other TBC clients and is calculated at 7.5% cash for each purchase or sale transaction. This fee is payable on all trade and any cash portion of any transaction. Purchases in excess of \$1000 may require cash fees to be paid in advance. There will be a \$5 per day booking fee charged for making out of town reservations. reservations cannot be cancelled and no refunds will be given.
  - Monthly Account Administration Fee: This fee is an administration fee charged to each Client in the amount of: \$15 per month cash and \$15 per month in trade credits and \$20 per month cash and \$20 per month in trade credits if cash fees go beyond 30 days past due.
  - Interest Charges: An additional 0.83% monthly fee (APR 10%) in trade dollars shall be charged to the account for a deficit balance in the trade portion of the account. 1.5% monthly fee (APR 18%) in cash shall be charged on the account for any past due cash fees due on the account.
  - Trade dollar fees due shall be automatically deducted from the Client's account, the Client's account frozen and no trade dollars shall be spent until the cash fees are paid in full.
  - In the event of collection pursuant to this agreement, Client agrees to additionally pay attorney's fees and expenses in the amount of 15% of the amount owed and all amounts owed hereunder will accrue interest 18%, per annum on unpaid balance.
10. **INDEMNITY:** The Client shall defend, indemnify, and hold TBC, its agents, officers, directors and employees, harmless from any and all loss, expense and damages, including, but not limited to, actual attorney's fees, court costs and litigation expenses, paid or incurred as a result of TBC's relationship with the Client as well as "collection costs," actual attorney's fees, court costs and litigation expenses related to the neglect or refusal of the Client to comply with the Application and/or TBC's Terms and Conditions (current or as amended or supplemented). The current and effective Terms and Conditions are printed on the back of the most recent revision of Client Application. Additionally they are available to the Client upon request.
11. **GENERAL:** This agreement cannot be assigned, transferred, or sold without prior written consent of an official of TBC and is binding upon the heirs, successors, assigns, and administrators of the Client and of the Guarantor. This agreement cannot be amended verbally; any exceptions to the agreement shall be in writing from an authorized representative of TBC.
  - Should *THE BARTER COMPANY, INC.* fail to offer \$1,000 in business for the Client within one (1) year of the date of this contract, the retainer will be returned to the Client.