



825 E 1180 S, Suite 310
American Fork, UT. 84003
1.855.724.6606

RAIN DISTRIBUTOR APPLICATION

Mail this completed and signed original Application and Agreement to:
Rain International, Distributor Application Dep't, 825 E 1180 S, Suite 310, American Fork, UT 84003

SPONSOR INFORMATION

Sponsor's Name _____ Phone _____ Sponsor's ID Number _____

SECTION A - APPLICANT INFORMATION (Individual or Business)

Name _____ Social Security Number _____ DOB (MM/DD/YYYY) _____

Business or Trust Name _____ Federal Tax ID # _____

Address _____ City _____ State _____ Zip Code _____

Phone _____ Fax _____ Email _____

Select a Sign Up Option: Distributor Preferred Customer

SECTION B - FIRST ORDER OPTIONS

Please select any of these exciting items to build your Rain Business!

- \$39.95** Virtual Business Kit
(check here if not enrolling with product purchase)
- \$65** Recurring Customer / 10 CV (1 Box of SOUL - 30 pouches)
- \$73** Recurring Customer / 20 CV (1 Box of CORE - 30 pouches)

- \$104.95** SOUL Basic / 50 CV
1 Box of SOUL - 30 pouches
1 Business Center Virtual Business Kit
- \$260** SOUL Builder / 100 CV
4 Boxes of SOUL - 120 pouches
1 Business Center Virtual Business Kit

- \$299** Launch Basic / 150 CV
2 Boxes of SOUL - 60 pouches
2 Boxes of CORE - 60 pouches
1 Business Center Virtual Business Kit
- \$649** SOUL Pro / 300 CV*
10 Boxes of SOUL - 300 pouches
3 Business Center Virtual Business Kit

- \$1,249** Launch Pro / 700 CV total*
10 Boxes of SOUL - 300 pouches
8 Boxes of CORE - 240 pouches
10 Free Sample Credits
3 Business Centers
- \$1,320** SOUL Elite / 300 CV (900 CV total)*
10 Boxes of SOUL - 300 pouches
3 Business Centers
+6 Program - 12 Boxes of SOUL (100 CV for 6 months) Virtual Business Kit
7 Months of Qualification

SAVE \$320

SAVE \$550



* Georgia Residents: Please ask your Sponsor to provide you with the "Notice Required by State Law Regarding Disclosures."

SECTION C - PAYMENT INFORMATION

- MasterCard Visa American Express Discover

Card Number _____ Expiration Date (MM/YYYY) _____ CVV Code _____

Name on Card _____

Street _____ Zip Code _____

SECTION D - AUTOSHIP PROGRAM

Setting up your AutoShip ensures that you will receive product automatically every month. Remember, in order to stay active and eligible for commissions, you must have a minimum of 50 CV every month. First autoship will be charged and shipped 4 weeks from first order.

CV OPTIONS ARE AS FOLLOWS: **SOUL - 50 CV** = Partially Active, **100 CV** = Active, **200 CV** = Fully Active
CORE - 60 CV = Partially Active, **120 CV** = Active, **240 CV** = Fully Active

Receiving 200 CV maximizes your potential earnings in the compensation plan!

SELECT THE PRODUCT AND QUANTITIES YOU WISH TO RECEIVE IN YOUR MONTHLY AUTO SHIPMENT.

1 Box of SOUL - Qty _____ x \$65 a box (50 CV a box) = \$ _____
 1 Box of CORE - Qty _____ x \$73 a box (60 CV a box) = \$ _____

CV Total _____



Autoship Terms and Conditions

The Autoship program allows Distributors and Preferred Customers the opportunity to purchase Rain International products with a discount off of the regular Distributor price so long as they purchase a minimum of 1 box of product each month. Your Autoship Order will automatically be sent to you each month regardless of any other purchases you may have made during the month.

PAYMENT AUTHORIZATION: I authorize Rain International to charge payment for my Autoship order(s) from my credit card identified on this form. Rain International is authorized to charge payment equal only to the amount of the products, applicable sales tax, and shipping and handling of products that I order, or the Autoship orders I have selected. I have the right to have the amount of any erroneous charge credited to my account as soon as reasonably possible and upon proper notification to Rain International. I shall hold Rain International harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful charge to my account.

CHANGES: To change your Autoship order selections, method of payments, or the authorized amount, a new Autoship Agreement must be submitted to Rain International. If more than one Autoship Agreement has been submitted, the most recent Agreement will supersede all previous Agreements. Rain International reserves the right to change its prices associated with its products without notice.

TERM: This Agreement will remain in effect until you: (1) elect to alter or change any aspect of this Agreement by submitting a new Autoship Agreement; (2) send, in writing, your cancellation of this Agreement to Rain International at 825 E 1180 S, Suite 310, American Fork, UT 84003, by e-mail to support@rainintl.com, or by fax to (855) 265-7859 (Notice must include your signature, printed name, address, and Preferred Customer Number), or (3) stop payment of any withdrawals by Rain International by notifying your issuing bank at least three days prior to the scheduled charging of your account. Notice of cancellation must be received by the fifth of the month in order to avoid charges for that month. If a cancellation notice is received after the fifth of the month, cancellation will become effective in month following the month in which your notice of cancellation is received by Rain International. If you are a Rain International Distributor, this Autoship Agreement is independent of your Distributor Agreement; if your Distributor Agreement is canceled or terminated for any reason, this Agreement will continue in force until canceled as provided herein.

COMMISSION PAYOUT

Bank Name _____ Routing Number _____ Account Number _____
 Account Type Checking Savings
 Bank City / Branch _____

Distributor Terms and Conditions

01. I understand that as a Rain International Distributor:
 - a. I have the right to offer for sale Rain International products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons in Rain International.
 - c. If qualified, I have the right to earn commissions pursuant to the Rain International Marketing and Compensation Plan.
02. I agree to present the Rain International Marketing and Compensation Plan and Rain International products and services as set forth in official Rain International literature. I agree that I may not re-label, repackage, or otherwise alter any Product, nor will I sell any Rain International Product under any other name.
03. I agree that as a Rain International Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Rain International. Within the framework of the Agreement, I do not take instructions, I am free to plan my business activities, if any, I can choose working hours and preferred sales methods. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF RAIN INTERNATIONAL FOR ANY TAX PURPOSES. Rain International is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind.
04. I have carefully read and agree to comply with the Rain International Policies and Procedures and the Rain International Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). The Policies and Procedures and/or Marketing and Compensation Plan are posted at www.rainintl.com/policies, and are also in my Rain International Business Kit, and in my Rain International Back Office. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Rain International. I understand that the Agreement may be amended at the sole discretion of Rain International, and I agree to abide by all such amendments. Notification of amendments shall be posted on the Rain International website or in my Rain International Back Office. Amendments shall become effective 30 days after publication, but any such amendment shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Rain International business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.
05. The term of this Agreement is one year (subject to prior cancellation as provided in the Policies and Procedures). If I fail to annually renew my Rain International business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Rain International products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Rain International reserves the right to terminate all Distributor Agreements upon 30 days' notice if Rain International elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to Rain International. Rain International may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.
06. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Rain International. Any attempt to transfer or assign the Agreement without the express written consent of Rain International renders the Agreement voidable at the option of Rain International and may result in termination of my business.
07. I understand that if I fail to comply with the terms of the Agreement, Rain International may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that Rain International may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to Rain International.
08. Rain International, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless Rain International and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless Rain International and its affiliates from all liability arising from or relating to: (a) my breach of this Agreement; (b) the promotion or operation of my Rain International business and any activities related to it (including but not limited to, the presentation of Rain International products or the Rain International Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Rain International for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
09. The Agreement, in its current form and as amended by Rain International at its discretion, constitutes the entire contract between Rain International and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by Rain International of any breach of the Agreement must be in writing and signed by an authorized officer of Rain International. Waiver by Rain International of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and Rain International arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Rain International shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Distributor. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.
13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to jurisdiction and venue before any federal or state court in Utah County, State of Utah.
14. **A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company.**
15. If a Distributor wishes to bring an action against Rain International for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Rain International for such act or omission. Distributor waives all claims that any other statutes of limitations apply.
16. I authorize Rain International to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
17. A faxed copy of the Agreement shall be treated as an original in all respects.
18. I declare and guarantee Rain International that I, before signing the Agreement, have read and fully understood the entire Agreement.
19. I declare and guarantee Rain International that I am fully capable of reading, speaking and understanding English. English is and will be the only language used between parties (including but not limited to: negotiating and concluding this Agreement, all commercial communication, and any mediation, arbitration or litigation).
20. All written notices to the Company should be delivered to Rain International at 825 E 1180 S, Suite 310, American Fork, UT 84003.
21. I consent to the processing of my personal data by Rain International, LLC, 825 E 1180 S, Suite 310, American Fork, UT 84003, for carrying out my orders, for administrative purposes, for statistics, as well as for marketing purposes. Rain International will process any personal data in accordance with its Privacy Policy as published on its website (<http://rainintl.com/privacy/>).
22. **PREFERRED CUSTOMER ELECTION TO BECOME AN INDEPENDENT DISTRIBUTOR:** If you are a Preferred Customer, you agree and understand that if you subsequently elect to become an Independent Distributor, you will be sponsored by the Distributor who has enrolled you as a Preferred Customer. In the event that you desire to be sponsored by a different Distributor, you must submit a written request to the Company for a change of Sponsor prior to the submission of your Independent Distributor Application and Agreement. Changes of Sponsor are highly discouraged and rarely permitted. Unless you receive written approval from Rain International to change your sponsor, your request will be deemed to be denied.

By signing below, I authorize Rain International to process my order and charge my credit card referenced above. If I checked the Rain International "Distributor" box, I understand that I am applying to become a Rain International Distributor and am subject to the terms and conditions above. If I checked the "Preferred Customer" box, I understand that I am subject to the terms and conditions 16-22. If I completed the Autoship section, I understand that I am subject to the Autoship terms and conditions. Upon enrollment, an email will be sent to you with your ID number and backoffice login information.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day (5 business days in AK / 15 business days in ND for individuals 65 or older) after the date of this transaction. See the attached Cancellation Form for an explanation of the right of withdrawal.

Name _____ Signature _____ Date _____

DA100.010107

