



APPLICATION

Date _____

PERSONAL INFORMATION:

Name _____ Car Year/Make _____

Address _____ Plate No. _____

City/State/Zip _____ Driver's License No. _____

Phone _____ Birthday (Mo. /Day) ____/____

Social Security No. _____ Date Available _____

Email Address _____ Monthly Income Desired \$ _____

Closets Relative Not Living With You (Name & Phone No.) _____

How Can You Contribute to Creative Advertising Products? _____

EMPLOYMENT INFORMATION:

(Last 2 Employers, starting with the most recent)

Company _____ Contact _____

Address _____

Phone _____ Position _____ Years There _____

Company _____ Contact _____

Address _____

Phone _____ Position _____ Years There _____

PERSONAL REFERENCES:

(Give the names of 2 people, not related to you, whom you have known at least 1 year.)

Name _____ Name _____

Occupation _____ Occupation _____

Phone No. _____ Phone No _____



Exemption from Payroll Tax

INDEPENDENT CONTRACTOR STATUS

(Sales Representatives having Independent Contractor status are not subject to tax deductions from commission payments.)

I hereby certify that the following is true statement of my relation to Creative Advertising Products Inc., and that I have signed this status form after reading Government Regulation #91, U.S. Treasury Department (shown below).

1. As an Independent Contractor, I apply my time according to my own judgement and discretion.
2. My selling activities are conducted independently without direction or domination by you and are rendered for, and on behalf of this dealership.
3. My entire compensation is for orders submitted and is based upon those approved and accepted by you.
4. I bear all expenses for office space rented or to be rented by me.
5. I do now, and will pay for workmen's compensation insurance for any employees employed by me.
6. When this contract with Creative Advertising Products Inc. is terminated (by either party), or if I have not submitted any sales to the company for a period longer than 30 days, all accounts, and accounts receivable and commissions become property of Creative Advertising Products Inc.
7. **NON-DISCLOSURE/NON-COMPETE CLAUSE:** I agree not to disclose any products, trade secrets, scripts, or presentations to any other business organizations, sales people, or professional trainers. Therefore, I also agree not to compete with Creative Advertising Products Inc., or any division of Creative Advertising Products Inc. or any products introduced to me by Creative Advertising Products Inc. for a period of 12 months after termination of my association with Creative Advertising Products Inc.
8. **AGREEMENT TO PAY LEGAL COSTS:** Should I violate any terms and conditions stated in paragraph 7, I agree to pay up to \$10,000 in legal costs to Creative Advertising Products Inc. toward their pursuit to enforce this agreement.
9. As an Independent Contractor for Creative Advertising Products Inc., I understand that I am NOT an employee, and I waive any right to file for unemployment benefits following termination of this agreement.

Date _____

Social Security No. _____

Print Name _____

Phone No. _____

Signature _____

Witness _____

REGULATION #91, U.S. TREASURY DEPARTMENT

"Generally, (an employer-employee) relationship exists when the person for whom services are performed has the right to control and direct the individual who performs the services, not only as to the results to be accomplished by the work but also as to the details and means by which that result is accomplished. That is, an employee is subject to the will and control of the employer not only as to what shall be done. And this connection, it is necessary that the employer actual direct or control the manner in which the services are performed: it is not sufficient if he has the right to do so. The right to discharge is also an important factor indication that the person possessing the right is an employer. Other factors characteristic of an employer, but not necessarily present in every case, are the furnishings of tools of furniture of a place to work, to the individual who performs the services. In general, if an individual is subjected to the control and direction of another nearly as to the result to be accomplished by the work and not as to the means and methods for accomplishing the result, he is an independent contractor. An individual performing services as an independent contractor is not as to such services an employee."