

# MEMBERSHIP APPLICATION AND AGREEMENT

## ARIZONA TRADE EXCHANGE

4838 E. Baseline Road, Suite 101, Mesa, AZ 85206  
Office: (480) 633-9363 Fax: (480) 633-9366  
Web: www.arizonatradeexchange.com

MEMBER ACCOUNT#
DATE
AGENT
REFERRAL

### BUSINESS INFORMATION

COMPANY NAME (MEMBER) \_\_\_\_\_

OWNER NAME \_\_\_\_\_ TITLE \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MAILING ADDRESS (If different) \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

TAXPAYER ID NUMBER \_\_\_\_\_

CORPORATION                       PARTNERSHIP  
 L.L.C.                                       PROPRIETORSHIP

**DESCRIPTION OF PRODUCT OR SERVICE:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_ All goods and services will be traded 100%

\_\_\_\_\_ With exceptions of parts purchased for the buying member services will be traded 100%

\_\_\_\_\_ With the following exception all goods and services will be trade 100% \_\_\_\_\_

BROKERED ACCOUNT     Yes     No

### PERSONAL INFORMATION

NAME (MEMBER) \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MAILING ADDRESS (If different) \_\_\_\_\_

CELL PHONE \_\_\_\_\_ HOME PHONE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ Newsletter to this address?  Yes  No

SOCIAL SECURITY NUMBER \_\_\_\_\_

OTHER ACCOUNTS USER(S) List anyone else authorized to spend \_\_\_\_\_

<h3>CREDIT CARD AUTHORIZATION</h3> <p>"I hereby authorize MAR Trade, LLC, dba Arizona Trade Exchange, to charge the credit card listed below for cash due on my Arizona Trade Exchange account.</p> <p>_____</p> <p>Card Number</p> <p>Expires: _____</p> <p>Circle One:    VISA    MASTERCARD    AMEX</p> <p>_____</p> <p>Cardholder Name</p> <p>_____</p> <p>Signature _____ Date _____</p> <p>_____ Arizona Trade Exchange is authorized to charge application and membership fee to this credit card</p>
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Applicant applies for an account with MAR Trade, LLC, dba ARIZONA TRADE EXCHANGE (hereinafter referred to as ATE), and agrees to abide by all current trading policies and procedures, as they are now in effect and as they may be modified from time to time by ATE. All information requested on this form is necessary in order for ATE to properly process this Application for Membership. Applicant, hereinafter referred to as Member, agrees to pay a non-refundable application fee of ninety-five dollars (\$95.00) cash and a non-refundable membership fee of four hundred dollars (\$400.00) cash AND;

A twelve percent (12%) cash commision charged when trade dollars are redeemed \_\_\_\_\_ (initial here)

A ten dollar (\$10.00) cash fee and a ten dollar (\$10.00) trade fee each month \_\_\_\_\_ (initial here)

Member must give ten (10) days written notice of intent to cancel membership. All fees, including the membership fee are non-refundable

I/we have read the ARIZONA TRADE EXCHANGE, policies and procedures and accept and acknowledge that they are binding upon me/us in full and shall be binding on Member's heirs, successors, administrators and assigns. I/we hereby execute this agreement on behalf of ourselves individually as well as on behalf of the Company/Member. We hereby personally guarantee the full performance of all the obligations of the Company/Member.

\_\_\_\_\_ INDIVIDUAL                      \_\_\_\_\_ DATE                      \_\_\_\_\_ SPOUSE                      \_\_\_\_\_ DATE                      \_\_\_\_\_ COMPANY'S AUTHORIZED AGENT                      \_\_\_\_\_ DATE

**The purpose of the following trade policies and procedures is to facilitate trading among Members by promoting a system of good business practice and understanding of guidelines set for MAR Trade, LLC, dba ARIZONA TRADE EXCHANGE (hereinafter referred to as ATE).**

**1. Nature of trade dollar:** A "trade" is a barter purchase or sale of goods and/or services whereby payment is made in trade dollars posted to a selling Member's account pursuant to these policies and procedures. A "trade dollar" is an accounting unit used to record the value of trades. Ownership of trade dollars denotes the right to receive goods or services available within ATE. Trade dollars may be used only in the manner and for the purpose set forth in these policies and procedures. They may not be redeemed for cash.

**2. Pricing:** Member agrees to sell products and/or services to other Members of ATE for trade dollars at regular prevailing prices and on the same priority given cash customers. The trade dollar must be accepted for the total value of the transaction, unless prior arrangements have been made with ATE. ATE reserves the right to inquire into complaints of overpricing by a Member. Violations may result in cancellation of the offending Member's account and/or immediate adjustment to the transaction involved.

**3. Definition of Member in good standing:** A Member, who conducts trades and/or otherwise operates in accordance with these policies and procedures, is current in any monies owed to ATE, has not exceeded their line of credit, has a valid credit card and tax identification number (TIN) on file, and has a valid, active Member account is considered to be a "Member in good standing." Only Members in good standing are entitled to the services and privileges offered by ATE.

**4. Assignments:** A Member's account remains exclusive to the Member and cannot be transferred, assigned, or sold without the express written permission of ATE and is binding upon the heirs, successors, assigns, and administrators of the Member. ATE reserves the right to transfer, assign or sell the Member's account without the consent of the Member. Any and all amendments to this agreement must be in writing and signed by ATE and the Member.

**5. Authorization:** All purchase transactions must be approved by ATE prior to the final sale. The transaction authorization number issued by ATE must be recorded on an approved ATE voucher, or on the Member's own sales document. Once an authorization number is issued by ATE, the transaction is binding on both parties; however, ATE will not honor authorizations found to have been misrepresented by either the buyer or seller. ATE reserves the right to refuse to issue an authorization number approving the transaction if: a) the buyer does not have sufficient trade dollars or line of credit to make said purchase; or b) the buyer is not an authorized account user; or c) either Member is not a Member in good standing.

**6. Record keeping, vouchers, and errors:** ATE will make available to members either online or via mail a monthly statement reflecting account activity and any monies due and owing to ATE. Transactions are deemed accurate as posted unless Member notifies ATE in writing of any discrepancy within forty-five (45) days of the transaction date. Upon request, ATE will provide Members with ATE approved vouchers to record transactions. To be accepted, ATE vouchers must be filled out completely. Any voucher or Member's own sales document received by ATE not properly filled out, including buyer's signature and the proper authorization number, may be returned to seller, not approved by ATE, until properly completed.

**7. Direct trading, suspensions, and cancellation:** Direct trade between ATE Members to avoid service fees is strictly prohibited and may result in membership suspension or cancellation of all Member accounts involved. If a direct trade is consummated, a twelve (12) percent cash commission will be assessed, payable upon demand by ATE. Consummating a transaction that is initially facilitated by ATE through another trade exchange may also result in membership suspension or account cancellation for all members involved and the assessment of a twelve (12) percent cash commission on the value of the transaction. ATE reserves the right, at its sole discretion, to suspend the trading privileges of any Member with past due cash fees. Trading privileges will be reinstated for Members in good standing immediately upon payment of such past due fees. ATE reserves the right to terminate a Member at ATE's sole discretion for any reason, including but not limited to violating any of the policies and procedures set forth in this agreement, failure to communicate with ATE, or providing inferior quality products or services. Member may cancel its membership at any time upon ten (10) days written notice to ATE.

**8. Account cancellation procedure:** If Member's account is cancelled, either voluntarily or involuntarily, Member agrees that ATE will immediately charge Member's credit card on file for any outstanding fees and for the twelve (12) percent cash commission payable on any remaining positive trade balance. Member must complete spending the positive trade balance within ninety (90) days of cancellation. This period may be extended at ATE's sole discretion. At the end of this period, trade dollars remaining in the terminated Member's account will be forfeited to ATE. Should the Member have a negative trade balance at time of cancellation, the negative balance along with any fees owed ATE, become immediately due and payable and will be charged to Member's credit card immediately upon cancellation of membership. If cancelled, there shall be no refund of cash commissions. ATE shall be entitled to recover simple interest of eighteen (18) percent per year in cash, from the date of default until paid in full on all past due cash fees.

**9. Credit lines:** Upon approval of application for membership, each Member will be given a five hundred dollar (\$500.00) or higher line of credit with approval from ATE management. ATE reserves the right to require that the Member complete a credit application and credit check with credit reporting bureaus to ascertain creditworthiness when credit line extensions are requested. This policy will be strictly adhered to by ATE and the Member requesting said credit. Simple interest of one and one-quarter percent (1.25%) per month in trade dollars will be charged on negative trade balances. ATE reserves the right to remove the Member's credit line at its discretion. The credit line may NOT be used by the Member to pay for legal fees in connection with a bankruptcy proceeding and may not be converted to cash to pay outstanding fees.

**10. Fees and payment of fees:** All fees and charges paid to ATE are in payment for services rendered in processing and maintenance of the Member's account. The member agrees that ATE will charge Member's credit card for the full amount owed on the next to last business day of the month in which the fees were incurred. ATE reserves the right to charge the cash commission at the time of authorization for transactions exceeding three thousand dollars (\$3000.00). In the event the Member's credit card is declined, a twenty-five dollar (\$25.00) late fee will be charged. In addition, ATE will charge the Member cash interest on the outstanding balance at the rate of one and one-quarter percent (1.25%) per month. A fee of twenty-five dollars (\$25.00) will be charged on all returned checks. In the event that the Member is in arrears for any fees owed ATE, the Member agrees to waive all rights to the Member's usage of any positive balance or credit line.

**11. Liabilities and disclaimers of LIABILITIES:** If Member's application is accepted and a membership is granted, the Member and the individuals signing for the Member, assume joint and several responsibility of all purchases and fees as a condition of membership. ATE makes no representation of warranty, either implied or expressed, and disclaims all liability as to the fitness, quality, merchantability, prices, or terms of any transaction, wherein member is the buyer or seller. The Member acknowledges that any transaction in which it participates shall be on a voluntary basis. Members should exercise the same discretion in entering into trade transactions as they would in cash transactions. Any and all disputes will remain between Members. Further, ATE EXPRESSLY DISCLAIMS ANY OBLIGATION TO WARRANT, MEDIATE AND/OR BE INVOLVED IN TRADE TRANSACTIONS BETWEEN MEMBERS. SUCH TRANSACTIONS ARE STRICTLY BETWEEN MEMBERS AND MEMBERS AGREE TO DEFEND AND/OR INDEMNIFY ATE FROM AND AGAINST ANY CLAIM AGAINST IT AS A RESULT OF ANY DISPUTE BETWEEN MEMBERS.

**12. Waiver of right:** ATE's failure of delay in exercising any right shall not operate as a waiver thereof, and any single or partial exercise of rights shall not preclude any other or further exercise in any way. ATE remedies are cumulative and are not exclusive of any remedies provided by law.

**13. Default, attorney's fees, and costs:** In the event of a default in the payment of any sums due pursuant to the agreement, or in the event of a breach of any term, condition, or provision of this agreement, the defaulting party shall be obligated to pay the non-defaulting party any and all attorney's fees and costs incurred in connection with the enforcement of this agreement, whether by way of suit, arbitration or otherwise. The right shall be in addition to any and all other rights and remedies the non-defaulting party may have, or be entitled to.

**14. Entire Agreement:** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

**15. Dispute or Controversy:** In the event any dispute or controversy over the sum of ten thousand dollars (\$10,000.00) arising out of this Agreement cannot be settled by the parties, at the option of ATE, such controversy or dispute shall be submitted to arbitration in Maricopa County, Arizona, and for this purpose each party hereby expressly consents to arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in Superior Court, Maricopa County, Arizona (and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court).

**16. Governing Law:** This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Arizona. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in Superior Court, Maricopa County, Arizona (subject to the arbitration clause above), and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court. In the event that the sum in dispute is subject to the jurisdiction of a justice court, such suits will be filed in the Gilbert Justice Court or the Mesa Justice Court located in Maricopa County, Arizona. THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND COSTS. FOR ANY ARBITRATED MATTER, THE ARBITRATOR IS AUTHORIZED TO AWARD FEES AND COSTS.

**17. Internal Revenue Service:** ATE is a third-party record keeper reporting all sales to the Internal Revenue Service (IRS). ATE provides Members with a 1099B as required by the IRS for each calendar year.