



# Nonprofit or Tax Exempt Application and Agreement

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## INSTRUCTIONS

1. Any purchases by the Applicant for their own use must be paid for and shipped to the address listed in Section 1 in order to be sales-tax exempt.
2. The authorized representative of the applicant and the contact person must sign the application on Page 2.
3. Mail the application to:  
Shaklee U.S., LLC  
Attention: Field Support  
P.O. Box 8040  
Pleasanton, CA 94588  
  
OR  
  
Fax the application to: 1.925.924.3888 or 1.888.SHK.4FAX (1.800.745.4329)
4. If you have questions: call Field Support at 925.734.3636, or e-mail [taxexempt@shaklee.com](mailto:taxexempt@shaklee.com) or [nonprofit@shaklee.com](mailto:nonprofit@shaklee.com).

### How to reach Shaklee:

**Call to Order**

1.800.SHAKLEE  
(1.800.742.5533)  
Monday–Friday  
6 a.m. to 7 p.m.  
Pacific Standard Time

**E-mail Business**

[fieldsupport@shaklee.com](mailto:fieldsupport@shaklee.com)

**Product Questions**

[fieldcomm@shaklee.com](mailto:fieldcomm@shaklee.com)

**Orders**

[customercare@shaklee.com](mailto:customercare@shaklee.com)

**P&R Questions**

[fieldadmin@shaklee.com](mailto:fieldadmin@shaklee.com)

Information regarding the *Statement of Privileges & Responsibilities of Shaklee Family Members (P&R)* can be found at [Shaklee.net/members](http://Shaklee.net/members).

**Note:** A Nonprofit or Tax Exempt Application and Agreement will be processed between the 15th of the month and the second business day of the following month.



# Nonprofit or Tax Exempt Application and Agreement

FOR OFFICE USE ONLY

PLEASE PRINT CLEARLY. ALL SIGNATURES IN INK.

## SECTION 1

Language Preference:  English  Spanish

Name of Applicant

Street Address

Federal Employer Identification Number (FEIN)

Street Address (Continued )

City/Town

County

State

Zip

Area Code/Phone Number

E-mail Address (Optional—allows use of password-protected e-mail services and authorizes Shaklee, your Sponsor, and your upline Business Leaders to send information e-mails for Shaklee purposes.)

- Select One:**
- Member: We wish to purchase Shaklee products at Member prices for our own use.
  - Distributor: We wish to sell Shaklee products, sponsor others, and/or earn bonuses, and may wish to purchase products for our use.

## SECTION 2

List the name of the applicant's authorized representative and a main contact person below, providing name, title, address, telephone number, and signature.

By signing below, I (we) affirm that each of the signing parties has read and accepted all the terms and conditions set forth in this Agreement, the Shaklee P&R, as amended from time to time, and that this Applicant and each individual signatory will comply with these terms and conditions; Agrees to indemnify and hold Shaklee harmless from any claims or damages arising out of the use of products or services of any company other than Shaklee U.S., LLC; Agrees that Shaklee may obtain from one or more credit agencies of its choosing any and all information concerning the credit worthiness of the business Applicant named above; Agrees that Shaklee may deny the right to use the business name listed above in connection with a Shaklee Independent Distributorship if Shaklee determines, in its sole discretion, that such use would not be in the best interests of Shaklee; Represents that the Officer is an authorized agent of this Applicant and has been formally authorized to sign and execute contracts on its behalf; and Represents that none of the individuals signing below currently is a Shaklee Distributor.

|                                   |           |       |      |
|-----------------------------------|-----------|-------|------|
| Name of Authorized Representative | Signature | Title | Date |
|-----------------------------------|-----------|-------|------|

|         |                        |
|---------|------------------------|
| Address | Area Code/Phone Number |
|---------|------------------------|

|                   |           |       |      |
|-------------------|-----------|-------|------|
| Main Contact Name | Signature | Title | Date |
|-------------------|-----------|-------|------|

|                |                        |
|----------------|------------------------|
| E-mail Address | Area Code/Phone Number |
|----------------|------------------------|

If the name of the authorized representative or contact person changes, please notify Field Support immediately.



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## SECTION 3

**Required Documentation:** A copy of a document indicating the applicant's name, federal tax ID number, the organization's tax exempt status, and corporate or other applicant status. Acceptable documents include a copy of the first page of a filed federal tax return, such as Form 990, that indicates the applicant's tax exempt status and corporate status, or, if the organization does not file a tax return (e.g. a church), articles of incorporation and an affiliation agreement with a church that is listed in IRS Publication 78.

## SECTION 4

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|  |                              |      |
|--|------------------------------|------|
| Sponsor's Shaklee ID# (Sponsor SSN or ITIN on file with Shaklee) | Sponsor's Signature (in ink) | Date |
| Zerbee, Vicki A  | 814-696-7075                 |      |
| Sponsor's Name (Last, First, Middle)                             | Area Code/Phone Number       |      |

## SECTION 5

If the applicant is sales- and use-tax exempt, please fill out this section and provide Shaklee with the necessary documents.

**Type of Applicant:** (Check one)  Corporation  Trust  Association  Other \_\_\_\_\_

**Exempt Applicant Category:** (Check one)  Federal Government  State Government  Charitable  
 Religious Organization  Educational (Private)  Educational (Public)  Other \_\_\_\_\_

**State in Which Applicant is Organized:** \_\_\_\_\_

**Please review the instructions for sales tax exemption. If the applicant is unable to provide a copy of the necessary document(s), this may delay the application while the Tax Department researches your tax exempt status.**

- A copy of the applicable state sales and use tax certification of exemption.
  - This is a Blanket Exemption Certificate that must be filled out by the applicant. The applicant will list Shaklee U.S., LLC, as the company from which they are purchasing products. In some cases, they must specify what products are being purchased.
  - If the form is required by applicant's state, it can be obtained from the applicant's State Tax Department's Web site or by e-mailing Field Support for assistance at taxexempt@shaklee.com. As of March 25, 2010, the following states do **not** require this form: AK, AR, AZ, DE, IA, ID, LA, MT, NH, OH, OR, and WA.
  - If the applicant's state issues a Blanket Exemption Certificate and the applicant is unable to provide a copy, the applicant's application may be delayed while the Tax Department researches the applicant's tax exempt status.
- A copy of your state's Tax Exempt Organization Form or the letter from your state approving tax exempt status.

**Note: For any questions regarding impact of operating a Shaklee Distributorship on nonprofit or tax exempt status, the applicant should consult their tax advisor.**

**Please make sure you have checked off each item that has been provided to Shaklee. You can e-mail Shaklee at taxexempt@shaklee.com or nonprofit@shaklee.com for assistance with the Shaklee Nonprofit or Tax Exempt Application and Agreement.**

## Membership

### Shaklee Member

**Application:** Acceptance of this application by Shaklee allows applicant to purchase Shaklee products at prices below suggested retail directly from Shaklee or from applicant's Sponsor or Business Leader. Members may sponsor other Members but are not eligible to receive bonuses or other compensation.

### Member Requirements:

Applicant must reside in the United States or a U.S. territory. No additional purchase is necessary, and applicants are not required to make any financial investment to become a Member. Please notify Shaklee of any change in address or telephone number.

**ID Number:** FEIN is required as well as a copy of applicant's IRS Form 990. Applicant will be issued a unique Shaklee ID number that should be used for all communications with Shaklee, including sponsorship.

## Distributorship

**Shaklee Distributor Application:** Acceptance of this application by Shaklee allows the applicant to operate as a Shaklee Independent Distributor and to purchase and sell products, and to be eligible to earn bonuses on the sales of Shaklee products. In addition, Distributors may sponsor others and have sponsorship rights with respect to their downlines, as described in the *Statement of Privileges and Responsibilities of Shaklee Family Members (P&R)*.

**Distributor Requirements:** The applicant must reside in the United States or a U.S. territory and have a valid Federal Employer Identification Number (FEIN). Each partner, shareholder, officer, trustee, or director of the applicant hereby agrees to be personally responsible for the actions of the Distributorship and to guarantee its performance. Neither a partner, shareholder, officer, trustee, or director—nor the spouse of a partner, shareholder, officer, trustee, or director—may have a separate Shaklee Independent Distributorship. No additional purchase is necessary, and applicants are not required to make any financial investment to become a Distributor. Please notify Shaklee of any change in address or telephone number.

**Selling Products:** Because Shaklee is a direct-selling company, Shaklee Independent Distributors may not sell Shaklee products directly or indirectly to or from retail stores or Internet auction sites. Nor may they sell products to Members and Distributors outside their Personal Group.

**Applicant Can Build a Business:** Shaklee publishes an authorized Compensation Plan, which outlines the benefits and requirements of a Shaklee business. Information on how to build a Shaklee business is available from applicant's Sponsor and/or Business Leader.

**Independent Contractor Status:** Shaklee Independent Distributors are INDEPENDENT CONTRACTORS. Shaklee Independent Distributors are not employees of Shaklee, or of any other Shaklee Independent Distributorship, and may not so represent. Shaklee Independent Distributors, therefore, are not treated as employees for purposes of income tax withholding, the Federal Insurance Contributions Act, the Social Security Act, or any other laws covering employees.

**Inventory Return Policy:** The Shaklee Guarantee and the BestWater® warranty apply only to customer returns. If applicant resigns as an Independent Distributor, unused Shaklee products held in inventory for resale may be returned to the Business Leader who sold them to applicant or, if applicant ordered directly from Shaklee U.S., LLC, returned within 30 days after applicant's letter of resignation is acknowledged by Shaklee U.S., LLC. Shaklee U.S., LLC, does not refund the cost of sales aides. The products to be returned should be in good, sellable condition; purchased less than two (2) years from the date of return; unopened, with seals and labels intact; and show a printed expiration date on the label (if applicable) that is three months after the date of the return. Refunds on returned inventories are subject to a reasonable handling charge and deduction of any bonuses paid.

**Unauthorized Claims:** Shaklee Independent Distributors may not make claims about Shaklee products or the Shaklee Compensation Plan that are contrary to literature and labels published by Shaklee Corporation.

**The *Statement of Privileges and Responsibilities of Shaklee Family Members (P&R)*:** The Shaklee *P&R*, as amended from time to time, is incorporated in this agreement. We agree to abide by the rules and terms set forth in the Shaklee *P&R*, as amended from time to time, and other Shaklee publications, including any subsequent changes thereto, about which Shaklee Business Leaders are notified. The Shaklee *P&R* can be found in the Member Center on MyShaklee.com.

**Annual Renewal/Governing Law** — The GOLD Ambassador Program requires an annual renewal, which is waived for nonprofit or tax exempt entities whose application has been accepted by Shaklee. The Shaklee Membership Renewal Program has been suspended. Shaklee reserves the right to reactivate the program at any time at its sole discretion. This agreement is effective upon acceptance by Shaklee and is governed by the laws of the state of California. Georgia residents: Further information regarding Shaklee is on file with the state's Department of Consumer Affairs.