

## Nutrition Club Operator Member Agreement

This Operator Club Membership Agreement (“Agreement”) dated as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between

The [Nutrition Coach](#), a D.B.A, of [Ignite Global Communications, L.L.C.](#), a [Limited Liability Company](#), located at:

[1835 Newport Blvd., Suite B121, Costa Mesa, CA 92627](#), (“Nutrition Club”), and

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located at: \_\_\_\_\_ (“Operator Member”)

with such Operating Term to begin of \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Whereas**, Operator Member wishes join Nutrition Club so as to conduct various Nutrition Club approved health and wellness services (“Services”) within Nutrition Club premises (“Premises”); and,

**Whereas**, Nutrition Club wishes to provide access to Nutrition Club for Operator Member to conduct various health and wellness services as an Independent Contractor.

Nutrition Club and Operator Member understand and agree to the following:

**SECTION 1: DEFINITIONS:** For purposes of this Agreement, the material definitions and terms of art are defined below:

- a. **Services** – Nutrition Club approved and authorized health and wellness services provided by Independent Contractor within Nutrition Club premises.
- b. **Nutrition Club** – A Nutrition Club is a physical location and premise where health and wellness services are conducted.
- c. **Nutrition Club Internship** – Forty hour Nutrition Club training program conducted within the Nutrition Club premises.
- d. **Operator Member** – Herbalife authorized and in good standing Independent Contractor that conducts various health and wellness services within Nutrition Club as an authorized Nutrition Club member.
- e. **Premier Operator Member** – Any Operator Member that is a non-partner and has the minimum Herbalife position of Supervisor and has completed Nutrition Club Internship and desires profit sharing.
- f. **Associate Operator Member** – Any Operator Member that is a non-partner, and has not yet achieved the minimum position Herbalife Supervisor or is a Supervisor and does not wish to engage in profit sharing. Upon such Associate Member achieving the position of Herbalife Supervisor, desiring profit sharing, and completing Nutrition Club

Internship, such Operator Member may request that their membership be converted to Premier Operator Member, with such change to take effect on the 1<sup>st</sup> of the following month with all terms and conditions within this agreement applying.

- g. **Membership Fee** – Membership Fee is a fee paid for access to and usage of the Nutrition Club during Nutrition Club authorized days and hours. Such Fee shall be determined based on the type of Operator Member Membership.
- h. **Duty Manager** – Duty Manager is the Premier Operator Member who is in charge of operations behind the serving counter for a specific shift.
- i. **Schedule** – Schedule is defined as an Operator Member participating in various roles and responsibilities, as directed by Duty Manager, behind the Nutrition Club serving counter.
- j. **FREE Healthy Meal Membership** – for the purposes of this agreement, a FREE Healthy Meal membership is all FREE Healthy Meal Memberships, which include a FREE Herbalife Aloe drink, Tea Drink, and a Smoothie, originating from Premier Operator Member and their Associate Operator Members.
- k. **PAID Healthy Meal Membership** – for the purposes of this agreement, a PAID Healthy Meal Membership is all paid for memberships, which include a FREE Herbalife Aloe drink, Tea Drink, and a Smoothie, originating from Premier Operator Member and their Associate Operator Members.

**SECTION 2: TERM OF OPERATOR MEMBERSHIP:**

This membership agreement shall begin on the Operating Term date specified above and shall be good for a 90-day period. Where upon after the completion of the first 90-days, membership shall continue on a month to month basis. Operator Member may NOT terminate this agreement within the first 90-day period. After the first 90-days, should Operator Member wish to terminate this agreement, he may do so upon a 30-day written notice served on the Nutrition Club. Nutrition Club may terminate this agreement upon a 30-day written notice served on the Operator Member subject to Operator Member Maleficence and Three Strike rule terms and conditions as specified herein.

**SECTION 3. PREMIER OPERATOR MEMBER: MEMBERSHIP FEES:**

Premier Operator Member membership fees under this agreement shall be as follows:

- a. Premier Operator Member shall pay the amount of **\$250.00**.
- b. Such Membership Fee Amount shall first be deducted against any available Operator Member profit sharing, with any net Membership Fee amount to be due and payable, by such Operator Member, to Nutrition Club by the first (1<sup>st</sup>) day of the month in advance. On the 5th day of the month if payment is not yet received, a \$5 penalty is added every additional day of late payment. On the 20th day of the month, and Operating Member still has not paid membership fee, the Nutrition Club has the option to immediately terminate this Agreement.
- c. Premier Operator Member also agrees to pay Nutrition Club a one (1) month deposit equal to one (1) month membership upon signing of this Agreement. At the end of the first 90-day period, Nutrition Club shall return the Premier Operator Member's deposit.
- d. Only One (1) Check per Month, per Operator Member will be accepted. Multiple checks will not be accepted for the same Station.

**SECTION 4. ASSOCIATE OPERATOR MEMBER: MEMBERSHIP FEES:**

Associate Operator Member membership fees under this agreement shall be as follows:

- a. Premier Operator Member may, at their option, charge Associate Operator Member, within their Herbalife lineage, no greater than 50% of Premier Operator Member monthly membership fees with total Associate Operator Member fees collected not

to exceed the Premier Operator Member membership fee. In addition Premier Operator Members may also collect a one (1) month deposit of no more than 50% of Premier Member Operator Membership. Such Associate Operator Member payment must be collected by Premier Operating Member directly. The Nutrition Club is not responsible for collection of rent from any Associate Operating Member. It is the Premier Operator Member's sole responsibility to collect all funds for monthly rent from all Associate Operator Members.

- e. In the event that Associate Operator Member Membership Fee is charged by Premier Operator, such amount shall be due and payable by such Associate Operator Member to Nutrition Club by the first (1<sup>st</sup>) day of the month in advance. On the 5th day of the month and payment is not yet received, a \$5 penalty is added every single day of late payment. On the 20th day of the month, if Associate Operating Member still has not paid membership fee, the Nutrition Club has the option to immediately terminate this Agreement.

**SECTION 5. CONTRIBUTIONS:**

ALL PREMIER OPERATOR MEMBERS ARE RESPONSIBLE FOR CONTRIBUTING 2 FORMULA 1 HEALTHY MEALS, 2 PROTEIN DRINK MIX, 2 SMALL HERBAL TEAS, 2 SMALL HERBAL ALOE MANGO CONCENTRATE WITH MEMBERSHIP FEE EACH MONTH (SUCH CONTRIBUTION SHALL COVER UP TO 60 FREE HEALTHY MEAL MEMBERSHIPS.) IN THE EVENT SUCH CONTRIBUTIONS ARE NOT USED DURING SUCH MONTHLY PERIOD, SUCH CONTRIBUTIONS SHALL BE CONSIDERED FORFEIT TO NUTRITION CLUB. If the Premier Operator Member has more than 60 FREE Healthy Meal Memberships they must bring in one more healthy meal to cover such. If they go above 90 Healthy Meal Memberships they must provide an additional healthy meal, etc. All FREE Healthy Meal Memberships shall be covered by Premier Operator Member originated by such Premier Operator and their Associate Operator Members.

**SECTION 6. PROFIT SHARING:**

Each Premier Operator Member shall participate in Nutrition Club profit sharing as specified below with such profit sharing to be distributed weekly as determined by Nutrition Club:

- a. Each Premier Operating Member who is participating behind the counter for at least 11 hours per week and 4 additional hours participation in Nutrition Club HOMs, and/or Healthy Lifestyle Events shall receive **one dollar (\$1.00 USD)** for every PAID Healthy Meal Membership.

- b. Each Premier Operating Member who is participating behind the counter for at least 11 hours per week shall receive **fifty cents (\$ .50 USD)** for every PAID Healthy Meal Membership.
- c. Operator Member understands that Nutrition Club may unilaterally amend such Profit Sharing requirements as specified above with a thirty (30) day written notice.

**SECTION 7. PROFIT SHARING QUALIFICATIONS:** Each Premier Operator Member must comply with ALL the requirements specified below in order to receive profit sharing:

- a. To achieve \$1.00 profit share, the Premier Operator Member must achieve a minimum of 2,500 volumes per month starting the 4<sup>th</sup> month after they begin operating within the Nutrition Club with this agreement being retroactive pertaining existing pre-agreement Operator Members within Nutrition Club premises with such Operator Members given one (1) month grace period from execution of this agreement. The Nutrition Club may at its exclusive option waive this specific qualification for a specific profit share distribution.
- b. To achieve \$.50 profit share, the Premier Operator Member must achieve a minimum of 1,250 volumes per month starting the 4<sup>th</sup> month after they begin operating within the Nutrition Club with this agreement being retroactive pertaining existing pre-agreement Operator Members within Nutrition Club premises with such Operator Members given one (1) month grace period from execution of this agreement. The Nutrition Club may at its exclusive option waive this specific qualification for a specific profit share distribution.
- c. Premier Operator Member must be on Schedule at least one day per week and if needed, up to 2 days per week, on equal rotation with all Premier Operator Members.
- d. It is the sole responsibility for Premier Operator Member to find Schedule substitutes to work their shift or parts of their shift in the event such Operator Member is unable work.
- e. In the event of a substitution, Interns with at least 10 hours of Internship training maybe allowed to substitute for non-Duty Manager Scheduled shifts subject to Premier Operator Member taking full responsibility for quality of Intern's work product in which poor quality or absenteeism could result in Premier Operator Member's loss of profit share and/or a strike.

- f. Premier Operator Member must be on time for Schedule shift.
- g. In the event Premier Operator Member procures replacement shift coverage from Associate Operator Member within their first level organization, such replacement time will automatically deduct from Premier Operator Member Schedule required weekly commitment. Such time must be made up in same week.
- h. Membership fees must be paid and in good standing as specified above.
- i. Health Meal contributions must be up to date and in good standing.
- j. All club required reporting must be up to date and in good standing.

In the event that Premier Operator Member is out of compliance, by 5pm within local time zone of the day prior to profit sharing distribution, such profit share shall be forfeit for the period such Premier Operator Member is out of compliance.

**SECTION 8. BONUS QUALIFICATIONS:** In the event Nutrition Club offers production bonus awards, such bonuses shall be made available to all Operator Members.

**SECTION 9. OPERATOR MEMBER OPERATING RESPONSIBILITIES:** Operator Member shall comply with the following:

- a. Operator Member must diligently complete Nutrition Club Internship.
- b. Operator Member shall conduct themselves morally and ethically within the Nutrition Club at all times.
- c. Operator Member shall not publically or privately disparage anyone directly or indirectly affiliated with the Nutrition Club at any time.
- d. Operator shall willing take direction from Nutrition club authorized leadership without complaint or negativity.
- e. Operator Member and Operator Member guests, customers, invitees and agents shall at all times comply with all property rules and regulations in existence.
- f. Operator Member shall follow all policies, rules, and procedures and present any grievances only to and

directly to Nutrition Club Manager or Duty Manager where appropriate.

- g. All advertising engaged by Operator Member which refers to Nutrition Club logo, name, and/or address must receive prior written approval of Nutrition Club.
- h. Operator Member shall keep confidential any knowledge as to why any other Operating Member may have been terminated.

**SECTION 10. USE OF NUTRITION CLUB PREMISES:**

Operator Member shall comply with the following:

- a. Operator Member shall use the premises solely for the operation of a product Station, to conduct Wellness Profiles, to introduce prospective clients and business partners, Team Weight Loss Challenges and Team Meetings.
- b. Operator Member shall not use the premises nor permit the premises to be used, in any manner that violates any law, statute, ordinance or regulation now or hereafter in force and applicable to the premises.
- c. Operator Member and Operator Member guests, customers, invitees and agents shall at all times comply with all property rules and regulations in existence.

**SECTION 11. NUTRITION CLUB MAINTANENCE:**

Operator Member shall comply with the following:

- a. Operator Member covenants and agrees that Operator Member shall at all time keep and maintain the premises in a clean and neat condition and in a good state of repair; and participate in team cleaning rotation.
- b. Operator Member will at the expense of Operator Member promptly repair any damage to the premises caused by any act or omission of Operator Member or any agent, employee, customer, guest or invitee of Operator Member.
- c. Operator Member will not in any manner deface or damage the premises or any part thereof.
- d. Operator Member will make no structural change or other alteration to the premises without the prior written consent of Nutrition Club.
- e. Operator Member will return the premises peaceably and promptly to Nutrition Club at the end of the term of this agreement, or at any earlier termination

thereof, in as good condition as the same are at the beginning at the term of this membership, ordinary wear and tear excepted.

**SECTION 12. MEMBERSHIP FEE PAYMENT:** All Premier Operator Member membership fees are to be paid to the following:

Ignite Global Communications, L.L.C.  
1835 Newport Blvd., Suite B121  
Newport Beach, CA 92627

**SECTION 13. JANITORIAL SERVICE:** As specified by internal Nutrition Club policies, Operator Member shall comply in keeping their working Stations as well as all common areas including kitchen and restroom clean at all times as per any cleaning rotations defined within current Nutrition Club policies and procedures.

**SECTION 14. ADDITION FEES:** No additional fees shall be charged to Operator Member other than what is explicitly defined with this agreement.

**SECTION 15: RELATIONSHIP OF PARTIES:** It is understood by the parties that Operator Member is an independent contractor with respect to Nutrition Club, and not an employee of the Nutrition Club. Nutrition Club will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Operator Member. Operator Member is considered an Independent Contract for Federal and State tax purposes. Furthermore, Operator Member, or employees of Operator Member, are not covered by any Worker's Compensation Insurance of the Nutrition Club. In the event Operator Member hires employees, Independent Contractor agrees to obtain Worker's Compensation coverage as required by law. Notwithstanding the preceding, Operator Member is subject to the full supervision and control of Nutrition Club with regard to Operator Member's performance under this Agreement.

**SECTION 16: OPERATOR MEMBER'S EMPLOYEES:** Operator Member's employees, if any, who perform Services within Nutrition Club under this Agreement shall also be bound by the provision of this Agreement. Operator Member's responsibilities include advising its' employees of the terms of this Agreement and supervising their activities to ensure their compliance with all of its terms. At the request of Nutrition Club, Operator Member shall provide adequate evidence that such persons are Operator Member's employees and are bound by the provisions of this Agreement.

**SECTION 17: INJURIES TO OPERATOR MEMBER:**

Operator Member acknowledges that it is Operator Member's obligation to obtain appropriate insurance coverage for the benefit of Operator Member and its employees, if any, for any injuries. Operator Member and its employees waive any rights to recovery from The Nutrition Club for any injuries that Operator Member and/or its employees may sustain while performing Services under this Agreement.

**SECTION 18. TAXES:** EACH OPERATOR MEMBER ACKNOWLEDGES THEY ARE AN INDEPENDENT HERBALIFE DISTRIBUTOR AND THAT NUTRITION CLUB DOES NOT COLLECT ANY MONEY FOR OR ON THEIR BEHALF. AS SUCH EACH OPERATOR MEMBER ACKNOWLEDGES THEY ARE SOLELY RESPONSIBLE FOR PAYING ANY AND ALL STATE, FEDERAL AND LOCAL TAXES AS WELL AS ANY OTHER THAT MAY BE DUE ON BEHALF OF CONDUCTING BUSINESS AT THE NUTRITION CLUB. NUTRITION CLUB DOES NOT COLLECT ANY MONEY ON BEHALF OF SALES FROM ANY OF THE STATION OWNERS OR OPERATORS. THEREFORE NUTRITION CLUB CAN NOT BE HELD RESPONSIBLE FOR OPERATOR MEMBER AND OPERATOR TAXES IN ANY WAY.

**I have read and fully understand that I am solely responsible for the taxes of my Independent Herbalife business and that Nutrition Club will never collect money on my behalf. \_\_\_\_\_ Initial**

**SECTION 19. INDEMNITY BY OPERATOR MEMBER –**

Operator Member covenants and agrees to save Nutrition Club harmless from any and all loss, claims, damage and liability to any person or property occurring upon or about the premises from any cause whatsoever.

**SECTION 20. DEFAULT BY OPERATOR MEMBER:**

If Operator Member shall default in any covenant or agreement to be performed by it under this agreement, and if after written notice has been sent by Nutrition Club to Operator Member such default shall continue for a period of 10 days, or if the membership interest of Operator Member shall be taken on execution or other process of law or if Operator Member shall petition to be or be declared bankrupt or insolvent according to law or make any conveyance or general assignment for the benefit of creditors or if a receiver be appointed for Operator Member's property and such appoint is not vacated and set aside within 30 days from the date of such appointment, or if proceedings for reorganization, arrangement, composition or other proceedings with creditors be instituted by or against Operator Member, then, and in any of such events, Operator Member may immediately or at any time thereafter, and without further

notice or demand and under strict supervision of Nutrition Club, enter into and upon the premises and take absolute possession of the Operator Member's personal property only, without such reentry working a forfeiture of the membership fees as specified herein to be paid and the covenants to be performed by Operator Member for the full term of this membership.

In such events, Nutrition Club may, at Nutrition Club's exclusive election, terminate Operator Member's membership and credit and pro-rate, to the entity or individual holding legal right to such refund, any unused portion of such membership against any outstanding obligations on behalf of Operator Member including but not limited to FREE Healthy Meal required contributions as specified herein. There shall be no further obligation or liability on the part of the Nutrition Club.

**SECTION 21. OPERATOR MEMBER MALEFICENCE:**

In the event that it is determined by the Nutrition Club that Operator Member has engaged in mortal turpitude, malfeasance, fraud, theft, acts of violence, and/or deception which directly or indirectly affects or involves the Nutrition Club; or if Operator Member displays obvious signs of mental disorder which might impair their ability to operate effectively within Nutrition Club premises, the Nutrition Club may at its sole discretion immediately terminate this agreement and shall refund to Operator Member any unused membership fees less any Operator Member outstanding obligations, with no further obligation or liability on the part of the Nutrition Club.

**SECTION 22. OPERATOR MEMBER THREE STRIKE**

**RULE:** Operator Member shall abide by all Nutrition Club policies, rules, and procedures ("Rules"). Blatant disregard for such rules, negative conversations, bad attitudes may, at the Nutrition Club's discretion, constitute a formal write up otherwise known as "Strike". Upon the Operator Member receiving 3 Strikes, the Operator Member's membership shall be immediately terminated and the Operator Member immediate expelled from the Nutrition Club Premises. The Nutrition Club shall refund to Operator Member any unused membership fees less any Operator Member outstanding obligations, with no further obligation or liability on the part of the Nutrition Club.

**SECTION 23. OPERATOR MEMBER TERMINATION:**

Operator Member's membership is effectively terminated upon Operator being served written notice of such termination by authorized Nutrition Club process server.

Upon Operator Member termination the following shall become immediately effective:

- a. All profit sharing shall immediately terminate to Operator Member, and shall be paid to next Herbalife up-line Premier Operator Member operating within the Nutrition Club. In the event no Herbalife up-line Operator Member exists such profit sharing shall be paid to the Nutrition Club.
- b. Operator Member must immediately cease inviting for FREE Healthy Meals for Operator Member.
- c. All customers and prospects shall be referred to terminated Operator Member.
- d. In the event the Operator Member membership has been terminated for malfeasance such Member may not under any circumstance be allowed back on club premises. Further, any personal property not retrieved by such Operator Member, at time of expulsion, shall be delivered by Nutrition Club off Nutrition Club Premises including, but limited to, Order Tickets, product and personal property.
- e. All Operator Member's Associate Operator Members, in good standing, operating with Nutrition Club will continue to be treated with courtesy and respect. In addition, all Associate Operator Membership Fees shall be paid directly to next operating up-line Premier Operator Member within club and if none exist then their Membership Fees shall be made directly to house.
- f. In the event that Operator Member is in good standing, such Operator Member is welcome to visit Nutrition Club from time to time at their leisure.

**SECTION 24. MEMBERSHIP ASSIGNMENT:** Operator Member shall not assign this membership without having first received prior written consent of Nutrition Club, which shall not be unreasonably withheld.

**SECTION 25. DAMAGE TO OR DESTRUCTION OF NUTRITION CLUB PREMISES:** If the Nutrition Club premises are partially or totally destroyed or damaged by fire or other hazard, Nutrition Club shall repair and restore the premises as soon as it may be reasonably practicable to substantially the same condition in which the premises were before such damage, PROVIDED, HOWEVER, in the event the premises are completely destroyed or are so damaged that they cannot reasonably be used by:

**Ignite Global Communications, L.L.C.**  
**1835 Newport Blvd., Suite B121**  
**Newport Beach, CA 92627**

Either party may change his or her address from time

to time by the party changing the address giving written notice of the change of address to the other party, such notice to be given as provided in this paragraph.

**SECTION 26. EXCLUSIVE AGREEMENT:** This instrument sets forth all the promises, covenants, agreements, conditions and understandings between Nutrition Club and Operator Member relating to the membership and use of Nutrition Club premises. There are no promises, covenants, agreements, conditions or understandings, either oral or written, between the parties other than as set forth in this instrument.

No subsequent alterations, amendments, changes, additions or deletions with respect to this agreement shall be binding unless made in writing and signed by Nutrition Club and Operator Member.

**SECTION 27. NOTICES:** Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing either hand delivered by authorized party and/or deposited in the United States mail with appropriate postage affixed and address as follows:

**Re: Confidential**  
**To Operating Member:**  
**Mailing Address:**  
**Email:**  
**Phone:**

**SECTION 28: COUNTERPART:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**SECTION 29: SUPERSESSION:** This Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the Operator Member operating with Nutrition Club and contains all of the covenants and agreements between the parties with respect to such engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no agreement, statement or promise outside this Agreement shall be valid and/or binding.

**SECTION 30: AMENDMENT:** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**SECTION 31: ENTIRE AGREEMENT:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**SECTION 32: WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**SECTION 33: APPLICABLE LAW:** This Agreement is entered into in the [County of Orange, California](#), and shall be governed by the laws of the [State of California](#). Any lawsuit or arbitration filed which arises out of or relates to this Agreement must be filed in the [County of Orange, State of California](#).

**Section 34: Attorney Fees:** If any lawsuit or arbitration is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**Section 35: Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, or in the event this Agreement are terminated, and Operator Member contends that such termination was wrongful or otherwise in violation of the conditions of engagement or was in violation of any express or implied condition, term or covenant of engagement, whether found in fact or in law, including but not limited to the covenant of good faith and fair dealing, or otherwise in violation of any Operator Member rights, Operator Member and Nutrition Club agree to submit any such matter to binding arbitration pursuant to the provisions of

the Federal Arbitration Act, 9 USC 1 et seq., if applicable, or the provisions of [Title 9 of Part III of the California Code of Civil Procedure, commencing at section 1280 et seq., or any successor replacement statutes](#) if Federal Arbitration Act does not apply to herein agreement. If Operator Member and Nutrition Club are unable to agree upon an arbitrator, either party will obtain a list of arbitrators from the State or Federal Mediation and Conciliation Service. Operator Member (first) and then The Nutrition Coach will alternately strike names from the list until only one name remains; the remaining person shall be the arbitrator. Arbitration processing shall be held in [Orange County, California](#) utilizing a location in [Orange County](#) convenient to the Operator Member but that is not unreasonable to the Nutrition Club. The substantive law to be applied in such arbitration shall be the law of the [State of California](#).

Operator Member agrees that such arbitration shall be the exclusive forum for any dispute arising out of his/her membership termination. If Nutrition Club does not receive a written request for arbitration from Operator Membership within one year from the date of Operator Member's membership termination, Operator Member agrees he/she will have waived any right to raise any claim, in any form arising out of the termination of his/her membership and this Agreement.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party should be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.

IN WITNESS WHEREOF, the parties hereto acknowledge that they have read this Agreement; they understand it and agree to be bound by its terms and conditions. The parties further agree that this Agreement is the complete and exclusive statement of the agreement between the parties. Each party and every individual signing this Agreement represents and warrants that they are fully authorized and empowered to enter into this Agreement.

**Operator Member:**

**Nutrition Club:**

\_\_\_\_\_  
Independent Contractor Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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(Notice) Street Address

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(Notice) City, State, & Zip

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Operator Member Initials

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Nutrition Club Initials