

# ETHAN ALLEN®



## MEMBERSHIP PROGRAM

This membership program is offered to eligible Realtors, builders, contractors, movers, concierge persons and developers through Ethan Allen (Canada), Inc. and participating authorized Ethan Allen retailers ("Ethan Allen"). Approved Ethan Allen Preferred Partner Program members may use their membership at any participating Ethan Allen Design Center.

## MEMBERSHIP APPLICATION

To apply for membership, please complete this application and submit it in person, along with supporting qualification documents, to your local participating Ethan Allen Design Center.

## MEMBERSHIP QUALIFICATIONS

- Applicants must provide a copy of their business license, and for Realtors, CREA membership.
- Applicants must provide a copy of a current business card.
- Applicants must provide a completed electronic funds transfer (EFT) form (Ethan Allen Retail, Inc. locations only).

Date of Application \_\_\_\_\_

Name \_\_\_\_\_

Company Name \_\_\_\_\_

Referral Fee should be paid to:  Name as designated above  Company name as designated above

Compensation preference:  Referral Fee  Savings Certificate

Website \_\_\_\_\_

Mailing Address (no P.O. boxes) \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address (required) \_\_\_\_\_

Is your business on social media?  Yes  No

Tell us where!

Twitter \_\_\_\_\_ Instagram \_\_\_\_\_ Facebook \_\_\_\_\_ Google Plus \_\_\_\_\_ Other \_\_\_\_\_



## MEMBERSHIP AGREEMENT

These Terms & Conditions set forth the terms and conditions of membership in the Ethan Allen Preferred Partner Program (Preferred Partner Program).

### Membership

Membership in the Preferred Partner Program is contingent upon receipt of a completed application and approved credentials, which include a copy of applicant's valid business license and a business card. Continued membership is contingent upon remaining a licensed business. Approved members will receive an email within 10 business days confirming membership and benefits.

Your membership is a partnership between you and an Ethan Allen designer and is not transferable. Misuse of membership will result in membership termination. Misuse includes, without limitation: unauthorized use of Ethan Allen trademarks or proprietary information; false or disparaging representations concerning Ethan Allen products or services; use of membership for personal purchases; transfer of membership; allowing others to use the membership card; and submitting false, expired or misleading information in connection with a membership application or client referral.

### Preferred Partner Fee

Any client of a member who, subject to the terms and conditions hereof, makes a purchase is a referred client. Members shall receive a referral fee or a savings certificate at our discretion equal to 2% of the amount of a referred client's initial purchase (initial purchase defined as any order placed within 30 days of first referred client order), net of taxes or ancillary charges. From time to time, members may also receive certain benefits—including certificates for free delivery of Ethan Allen products purchased in participating Ethan Allen Design Centers—that can be shared with clients and friends.

In order to receive the referral fee, the Preferred Partner Program member identification number must be assigned to the referred client's order. The referral fee shall not be due unless and until the products purchased have been delivered, accepted and paid for by the referred client, and the referred client must have provided member's name to the Ethan Allen Design Center at the time of purchase. It is the responsibility of the Preferred Partner Program member to advise the Ethan Allen Design Center of the referral. Ethan Allen shall issue the referral fee to the member on or around the 15<sup>th</sup> of the month following the month of delivery, subject to adjustments for canceled orders, product returns or accommodations.

Referred clients are eligible for the same benefits and product warranties as any other Ethan Allen client with the full support and backing of Ethan Allen's vertically integrated system, which includes product preparation and **Premier Home Delivery**. All purchases made by the referred client shall be at the then-current retail prices in effect at the authorized Ethan Allen Design Center where the purchase is made.

### Agreement

Ethan Allen may alter or cancel the program or change these Terms & Conditions from time to time, without notice. Ethan Allen will post changes to the Preferred Partner Program at [ethanallen.ca/preferredpartner](http://ethanallen.ca/preferredpartner). Any changed Terms & Conditions become effective immediately upon being posted and your continued use of your membership constitutes your agreement to the then-current Terms & Conditions. Ethan Allen (Canada) Inc. reserves the right to make all membership determinations at its sole discretion. Each partner must individually apply for membership. No company-wide or group memberships will be granted. Ethan Allen (Canada) Inc. respects your privacy. As a member of the Program, you are also a member of [ethanallen.ca](http://ethanallen.ca). You may receive communications from us about events and promotions. To review our privacy policy, please visit [ethanallen.ca](http://ethanallen.ca). Employees of Ethan Allen (Canada) Inc., its parent or affiliates, and employees of authorized Ethan Allen retailers are not eligible to participate in the program. If you were previously employed by Ethan Allen, you are eligible for membership 12 months after leaving the company in good standing.

In no event will Ethan Allen be liable for any loss of profits, loss of use, incidental, consequential, indirect or special damages arising out of the Preferred Partner Program, whether or not such party had advance notice of the possibility of such damages.

This Agreement shall be construed and controlled by the laws of the Province of Ontario. Any litigation arising out of this Agreement shall take place in Ontario. Ethan Allen's liability for any action under this Agreement shall be limited to \$25,000.

The Preferred Partner Program applicant agrees to these Terms & Conditions and attests that they are not affiliated with Ethan Allen, its parent or affiliates, and nothing herein shall be construed to create in any manner whatsoever any employer-employee, principal-agent, partnership or joint venture relationship between Ethan Allen and a Preferred Partner Program member or any of a member's agents, subcontractors or employees.

By participating in this program, members will make necessary disclosures, if any, to their clients and/or brokers.

Applicant Signature

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Applicant Printed Name

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Date \_\_\_\_\_