BARTERPAYS! MEMBERSHIP AGREEMENT

Company Name _____

_____

hereinafter, "Member."

1. The Member agrees to make his goods and services available to BarterPays! or to the other members of BarterPays! for 100% trade. BarterPays! does not guarantee the availability and/or quality of any product and/or service to be provided to Member pursuant to this Agreement.

2. The Member agrees to pay a one-time set-up fee of $_____ which will entitle Member to trade through BarterPays!. In addition Member agrees to pay a cash commission to BarterPays! in an amount equal to twelve percent (12%) for all non-premium goods and services purchased by Member pursuant to this Agreement. Rates may be adjusted for premium purchases.

Member agrees to pay the prevailing monthly maintenance fee for each month that the Member has an account with BarterPays!. Rate is posted online.

Member may opt to sign the discount loyalty program or limited membership rider, where the rates are based on the rider agreement. Rate is posted online.

3. The Member acknowledges that BarterPays! functions only as a third-party recordkeeper, and that BarterPays! assumes no responsibility or liability for the quality, timely delivery, or warranties, expressed or implied, with respect to the goods and services delivered or rendered by the other members of BarterPays!, or as may be arranged by BarterPays!. The Member's sole recourse for any damages will be with the individual or entity which was the source of the products or services. In consideration of Member using the brokering services of BarterPays! and for other valuable consideration, Member agrees that BarterPays! Inc. shall, under no circumstances, be liable to Member for such damages, and this Agreement shall constitute a release of BarterPays! Inc. from any and all such claims for damages.

4. This Agreement may be terminated by either party. In the event that Member's account is in a deficit position at the time of cancellation, the Member agrees to satisfy said deficit and any fees and commissions due in US Funds within ten (10) days of cancellation of this Agreement. Monthly fees and late charges shall continue to accrue until said deficit and all fees due are paid in full. In the event Member's deficit, commissions and/or fees are not paid in cash to BarterPays! within ten (10) days after termination, BarterPays! shall be entitled to a judgment at law for the amount of said deficit, commissions, and/or fees due, together with costs of collection which the parties hereto agree shall equal twenty percent (20%) of all amounts due, and reasonable attorney's fees.

90-Day Happiness Guarantee!
See full details on BarterPays! website.

6. The Member agrees to abide by the Rules, Terms and Conditions of BarterPays! Inc. as currently published online, and as may be amended or adopted by BarterPays! in the future. Said Rules, Terms and Conditions are incorporated by reference into this Agreement. By signing this Agreement Member acknowledges reviewing the current Rules of BarterPays! that are posted on the BarterPays! website under *Terms and Conditions*.

7. This Agreement shall be subject to and governed by the laws of the State of New Jersey. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue to remain in full force and effect.

AMENDMENTS, IF ANY:

CREDIT CARD

VISA MASTERCARD DISCOVER

Credit Card No.

Exp. Date ZIP Code on Credit Card

Authorized Name on Credit Card

X _____
Authorized Signature

BarterPays! charges your credit card for fees and commissions due.

Scan, fax or mail the signed document to BarterPays! Inc.
2587 Route 9 North, Howell, NJ 07731
Phone 732-364-4614; Fax 732-367-6497;
info@barterpays.com.

MEMBER SERVICES DESCRIPTION

_____
_____
_____
_____
_____
_____
_____

MEMBERSHIP CARDS:

01_____

02_____

03_____

CERTIFICATION: Under the penalties of perjury, I certify that the information provided on this form is true, correct and complete. I have read this Membership Agreement and the Member Rules, Terms and Conditions, and agree to all of the terms herein.

X _____
By: Name

Name (Please Print)

Title Date

Client's Trade Name (if any)

Federal Tax I.D. No.

Co. Address

City State Zip Code

Co. Phone

Cell Phone

Email address

Website address

Home Address

City Zip Code Home Phone No.

BARTERPAYS! INC.

By: BPI Date

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