



**barter services inc.**  
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## APPLICATION AND AGREEMENT FOR THE GREENAPPLE TRADE NETWORK

CORP. NAME/OWNER	BUSINESS NAME/DBA	FEDERAL TAX I.D.#/S.S.#
PHYSICAL ADDRESS	GBS ACCOUNT #	PHONE
CITY/STATE/ZIP	CONTACT PERSON	FAX

The above corporation or owner hereafter referred to as "Participant" applies for an account with GREENAPPLE BARTER SERVICES, INC. hereafter referred to as "GBS", for the purpose of trading my/our products and services with other GBS Participants who are in the referral and trade network. As a Participant of GBS, Participant agrees:

- 1) To offer Participant's products and services to other GBS Participants for trade dollars at the same price, priorities, warranties, guarantees and level of service given to regular cash customers.
- 2) To pay an initial processing fee of \$200.00 cash and \$200.00 trade, refundable only in the event that GBS rejects Participant's application. GBS reserves the right to reject any application for any reason.
- 3) To pay GBS each month a cash fee of 6% of the total amount of each trade purchase and/or trade sale with other Participants of the GBS trade network for a given month.
- 4) To pay GBS \$20.00 cash and \$20.00 trade dollar service charge each month. This fee will continue each month the Participant has an account with GBS.
- 5) To pay GBS an interest charge of 6% APR in trade on any negative trade balance. This fee will automatically be deducted from Participants account each month.
- 6) To pay all cash fees and service charges upon receipt of invoice and to pay a finance charge of 1.5% per month in cash on all cash fees that are not paid within 30 days.
- 7) That all fees collected by GBS are in payment for services rendered by GBS in recruiting and processing Participants into the trade network, establishing and maintaining records and facilitating Participants use of the referral and trade network.
- 8) That all trades and/or transactions are entered into between Participants on a voluntary basis, except as otherwise required by VII under trade rules & regulations. Participant hereby agrees to hold GBS harmless from all costs, liabilities, damages and expenses, including reasonable attorney fees, arising out of any trade or transaction between participants.
- 9) That GBS in no way guarantees, warrants or insures a Participant's goods or services for any trade or transaction between Participants. GBS assumes no responsibility for the delivery, condition or installation of goods or services.
- 10) Anything to the contrary herein withstanding, GBS may, at its sole discretion modify, amend or change this agreement in which GBS deems necessary, provided the changes and policies are reasonably uniform between the participants. GBS shall notify Participant(s) of any material changes to the program in writing thirty (30) days prior to the effective date and any transaction within the trade network after the notice was given shall constitute Participants acceptance.
- 11) To otherwise abide by and adhere to the accompanying "Trade Rules and Regulations" that are attached hereto made a part of this agreement.
- 12) In furnishing goods and services, Participant will comply with all applicable local, state, and federal laws relating hereto.
- 13) Both parties have the right, power and authority to enter into this agreement and to consummate the transactions contemplated hereby.

The undersigned acknowledges receiving a copy of this Participant application and agreement, having read it and the accompanying "Trade Rules and Regulations", understands both and agrees that upon acceptance by GBS, all persons participating within the GBS trade network under Participant's account will abide by the rules, regulations and terms set forth in this agreement. Undersigned authorizes GBS to contact any credit reporting service or entity to determine credit worthiness.

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Participant signature

Printed Name \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized GBS signature and acceptance

### GUARANTEE

In consideration of credit being extended by Greenapple Barter Services, Inc. (GBS) to the Participant whether the Participant be an individual or individuals, a proprietorship, a partnership, a corporation or other entity, the undersigned, guarantor hereby contracts and guarantees to GBS timely payment, when due, of all accounts of said Participant for services provided by GBS. In the event of termination of agreement this guarantee also binds the guarantor to pay off any negative trade balances incurred by the Participant at the rate of one trade dollar to one US cash dollar. Guarantor authorizes GBS to obtain credit reports on guarantor's credit worthiness. Guarantor has read, understands and accepts the Greenapple Participant Application and Agreement for The Greenapple Trade Network and the Trade Rules and Regulations and the terms and obligations of this guarantee, and any amendments hereafter.

Guarantor's Signature _____	Social Security # _____	Cell Phone _____
Guarantor (Printed) _____		Date _____
2nd Guarantor/Spouse's Signature _____	Social Security # _____	Cell Phone _____
2nd Guarantor (Printed) _____		Date _____

# TRADE RULES AND REGULATIONS

The following Trade Rules and Regulations form a part of and are hereby incorporated in the Participant application.

## I. GENERAL STATEMENT OF PURPOSE

GBS acts as a third party record keeper, intermediary and barter exchange for its Participants who have joined GBS' referral and trade network to trade or barter their individual services and products among themselves. At GBS' own discretion it may increase or limit the Participant's right to barter within the Barter Network, based on the credit and trade history of the Participant, however the sole principals in a trade are the buying and selling Participants. GBS is not the agent for any Participant nor is GBS the guarantor of any transaction or trade. GBS does not guarantee the availability of a particular service, product, customer or Participant within the trade network. It is Participant's responsibility to initiate and engage in trades and derive the economic benefits of the referral and trade network. Participant agrees that in the event this Agreement is terminated by either party, Participant will be liable to GBS for any Negative Trade Balance (in addition to all unpaid fees) as described in Section IX, hereinafter, because GBS is obligated to absorb and purchase any negative trade balances. With GBS prior approval, GBS shall assure that all trades made within the terms of this contract shall be credited to the Selling Participant's barter account and debited to the buying Participant's barter account.

## II. BUYER'S OBLIGATIONS

When buying products or services from another Participant, Participants must:

- Identify themselves as a GBS Participant prior to viewing inventory, negotiating prices, or engaging sales personnel.
- Pay all sales and excise taxes in cash to the seller, as per the seller's terms.
- Pay all applicable gratuities in cash.
- Failure of buyer to honor all GBS contract commitments including timely payment of cash fees or failure to attempt to actively trade within the barter network when carrying a negative trade balance may result in GBS suspending all buying privileges until such issues are resolved.

## III. SELLER'S OBLIGATIONS

When selling products or services to another Participant, selling Participants must:

- Offer the same pricing, service, priority, warranty, and guarantee to trade clients that regular cash or non-barter customers receive.
- Call the GBS office to obtain an authorization number for a transaction before the product or service is supplied, tendered, or delivered. An authorization number is valid for 7 days. Only GBS may authorize a transaction.
- Seller will retain a signed copy of every trade draft. In the event of a contested charge, failure to produce a signed receipt, when requested by GBS, may result in the transaction being cancelled.

## IV. CREDIT, CREDIT LIMITS, LOANS

GBS maintains the sole and exclusive right to determine the amount of trade dollar credit limits for each Participant and GBS has the right to change credit limits at any time if requested to do so by the participant who has also signed a personal guarantee. The participant acknowledges and accepts the credit limit approved by Greenapple by its use of the GBS barter system. In the event that a Participant is not current on any cash fees due to GBS, GBS may, in its sole discretion suspend Participant's credit and/or trade activity. Furthermore, GBS may, at its sole discretion, extend credit limits to a Participant and charge the applicable interest charge, which will be automatically deducted from a Participant's account. Any negative trade balance is considered a credit extension from GBS subject to the monthly interest charge. Rates and terms will be established by GBS.

## V. MEDIA

All representations, claims, advertising, promotional activities, brochures or plans of any media or kind made by GBS, their brokers, agents, employees, licensees, officers, partners or participants are not part of this Agreement unless expressly incorporated in writing in this agreement.

## VI. DIRECT TRADE, CASH, OR CASH/TRADE SALES

Since GBS acts as an intermediary connecting buyers and sellers, any direct trades, cash transactions, or cash/trade transactions which would avoid cash transaction fees are prohibited, but if consummated they are subject to a 6% cash transaction fee payable by both the seller and the buyer on the entire transaction, or 12% payable by the seller at GBS' discretion in the event seller circumvents its contractual obligations pursuant to this contract when dealing with another participant.

## VII. TRADE OBLIGATIONS

A Participant with a Zero or Positive trade balance is not obligated to trade. Participant is still liable for monthly services fees and charges even though they have participated in no transactions a given month as long as the Participant elects to remain a member of the Greenapple Barter Network. A Participant with a Negative trade balance may not refuse a trade that is equal to or less than the amount of their negative balance.

## VIII. EXCLUSIVITY

Participant further agrees that all trades with other Participants referred to Participant from, by or through GBS will be run exclusively through the GBS system. Participant will not offer, refer, or permit transactions or any portion of a transaction initiated by GBS to be transacted with another barter system or entity, or in a manner that would exclude GBS from any portion of the transaction(s).

## IX. TERMINATION OF AGREEMENT

Either party to this Agreement, Participant or GBS, may elect to terminate the Agreement at any time for any reason by notifying the other party in writing ten (10) days prior to termination. In order for termination to be effective Participant must pay in full all outstanding cash fees, including negative trade balances at the rate of one U.S. dollar for each trade dollar. In addition, all GBS ID cards and GBS materials must be returned to GBS.

The following acts will result in immediate termination:

- A negative trade balance that remains outstanding for more than 1 year or at GBS discretion;
- Violation of any federal state or local law;
- Violation of any part of the Participant Agreement and Trade Rules and Regulations including, but not limited to: failure to pay fees due to GBS as agreed, not honoring buyer's, seller's, or trade obligation, and/or violating the exclusivity or confidentiality provisions of this contract;
- Engaging in business practices that are unethical, improper, misleading or unlawful.
- Violation of any part of the Participant Agreement and Trade Rules and Regulations including, but not limited to: failure to pay fees due to GBS as agreed, not honoring buyer's, seller's, or trade obligation, and/or violating the exclusivity or confidentiality provisions of this contract.

As with voluntary termination, immediate termination will become final when Participant pays in full all outstanding cash fees, including negative trade balances at the rate of one U.S. dollar for each trade dollar, returns to GBS all GBS ID cards and GBS materials. The participant will be responsible for paying all fees that are accruing until termination becomes effective. If participant is subject to immediate termination at GBS' sole discretion any positive trade balance may be forfeited.

- Any trade imbalance will be satisfied by Participant remaining active as long as necessary either as a buyer or a seller. Participant will pay all fees incurred while satisfying the trade imbalance.

## X. TAXES

Seller shall charge and collect, in cash, any applicable, local, federal, and state sales and excise taxes and record these on the trade draft at the time of the sale. Under no circumstances is GBS responsible to pay any federal, state or local sales, excise, or use taxes. Participant is advised that transactions involving trade dollars are usually treated as taxable events by federal, state, and local taxing bodies. Participant is solely responsible for the reporting of and payment of all applicable federal, state, and local taxes resulting from trade transactions. Participant is further advised that GBS will report all trade sales to the IRS and will issue to the Participant all required IRS reporting documents for either barter sales made or negative trade balances and fees due and owing, which are subject to GBS collection. GBS will comply with all federal, state, and local tax laws, rules and regulations and will not be held liable by Participant for such compliance.

## XI. ENTIRE AGREEMENT

These Trade Rules and Regulations and the terms contained in the Participant Application, the Agreement for the Greenapple Trade Network, the Participant Statement of Products/Services Offered, and the Rules, Policies, and Fees as set forth on the Participant's Monthly GBS statement, contain the entire agreement between Participant and GBS. Other than set forth herein and in the above referenced documents, there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever. All prior and collateral representations, and/or agreements with respect thereto, are hereby merged into and superseded by these agreements, which cannot be modified, altered, amended, or changed except with the express written consent of GBS.

## XII. CESSATION OF PARTICIPANT'S BUSINESS

Should Participant cease operation of business for any reason, including but not limited to declaration of bankruptcy or sale of the business, then GBS is entitled to collect all cash and service fees immediately and collect any negative trade balance at the rate of one U.S. dollar for one trade dollar. Any successor in interest to Participant will also be responsible to GBS for any amounts due hereunder to GBS.

## XIII. CORRESPONDENCE AND PAYMENT

All correspondence and payments required or permitted from the Participant to GBS shall be paid and/or addressed to:

**Greenapple Business Services**  
P.O. Box 101131  
Pittsburgh, PA 15237-8131

Correspondence and/or notices to the Participant shall be sent to the address so designated by Participant on the Participant Application and Agreement.

## XIV. TERMINATED OR INELIGIBLE PARTICIPANTS

Upon Notice by GBS that another Participant is terminated and/or no longer eligible to participate in the Network or under the agreement, Participant may deal with such terminated or ineligible Participants on the same basis as the Participant deals with others to whom this Agreement is inapplicable. After notification any dealings Participant chooses to have with a terminated Participant will be as with any member of the general public and not be subject to this Agreement.

## XV. SUCCESSOR IN INTEREST OR ASSIGNMENT

This Agreement and all terms herein shall be binding and inure to the benefit of any successors, assignees, purchasers, beneficiaries, heirs, executors to, or predecessors of, Participant's business and/or interests, and shall be legally enforceable. This agreement and terms shall not be transferred, pledged, or assigned to another party without express written consent of GBS.

## XVI. MONTHLY STATEMENTS & DISPUTES

Each participant will receive a monthly statement indicating the barter sales and purchases that were posted for that month, and cash fees due GBS. All statements are considered final and correct unless written notices or any contested posting is received at the GBS office within 60 days of the statement date. GBS is not the arbiter of any disputes between Participants. Any signed trade draft or facsimile is considered final and will be rescinded only with a written agreement between the buyer and the seller. GBS is not responsible for enforcing sellers' implied or explicit warranties. Participants must

pursue available legal remedies if unable to resolve their disputes and shall not name GBS as party to any disputes between Participants. Participants agree to indemnify and hold GBS harmless, and will be responsible to pay all attorney fees, costs and expenses incurred by Greenapple in the event either buyer or seller name GBS as a party to any lawsuit and/or fail to indemnify or hold GBS harmless.

## XVII. GBS AS A PARTICIPANT IN THE NETWORK

GBS has the right to spend trade dollars it accumulates within the trade network and act as a Participant. GBS has the right to act as a Participant in all capacities and has the right to act within the network as would any other participant.

## XVIII. CONFIDENTIALITY

Participant agrees that all information and communication

Participant receives from the GBS offices and GBS' employees regarding other participants' barter availabilities and transactions are confidential and privileged and will not be shared or discussed with individuals or business entities who are not participants and members in the Greenapple Barter network and/or represent other barter services or venues. Participant is responsible for its employees' compliance with confidentiality. GBS will be entitled to both injunctive relief and monetary damages should Participant breach this clause.

## XIX. ENFORCEMENT AND LEGAL FEES/COSTS

In the event GBS must hire a collection agency or take legal action against a Participant in a court of competent jurisdiction and GBS prevails, Participant will be responsible for all related costs, expenses, collection fees, and attorney's fees equal to thirty percent (30%) of the gross amount awarded by the court. This Agreement shall be considered as being entered into at the offices of GBS in Allegheny County, Pennsylvania. The agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

## XX. ADDITIONAL TERMS

- Participant grants to GBS the right to advertise the availability of Participant's products and services to other Participants and prospective Participants.
- Participant recognizes that GBS has the full and exclusive right to manage the Referral and Trade Network and to set all rules, regulations, and terms.
- The failure or delay of GBS in exercising any of its rights shall not constitute a waiver or abrogation of any said right.
- If any provision of this agreement is held to be unenforceable for any reason, the remaining provisions hereto shall remain in full force and effect.
- GBS reserves the right to audit any account at any time and make any required adjustments.

## XXI. DEFINITIONS

- "Participant": A business, company, or individual that is participating in the GBS trade network to sell its products or services to other Participants and to buy products and services from other Participants according to the terms, rules, and regulations established by and approved by GBS.
- "Trade" or "Transaction": A barter purchase or the sale of a product or service between Participants of the trade network where payment is made by debiting the buyer Participant's account and crediting the selling Participant's account with trade dollars.
- "Trade Dollars": The exchange rate Participants use within the trade network. Trade Dollars are not legal tender, securities, or commodities and are not transferable. For the transaction and collection (in case of participant default) purposes of GBS and IRS tax purposes, one trade dollar is equal to one U.S. Dollar in assigning credit to seller's account and debit to buyer's account.
- "Buyer": The Participant in a trade who receives goods and/or services from another GBS Participant and has their account debited in trade dollars.
- "Seller": The Participant in a trade who provides their goods and/or services to another Participant and has their account credited in trade dollars.
- "Zero Trade Balance": This results when a Participant's trade purchases equal their trade sales.
- "Positive Trade Balance": This results when a Participant's trade sales exceed their trade purchases.
- "Negative Trade Balance": This results when Participant's trade purchases exceed their trade sales.
- "GBS Card": This is the Card issued to all Participants that identifies them as members of GBS. At all times a Participant is solely liable to GBS for purchases made with the GBS card and is responsible for identifying for GBS the person(s) and/or entities who Participant has authorized to utilize the GBS card to make purchases of goods and services from other GBS Participants. A valid, authorized, and unexpired GBS card must be presented to other Participants for any trade(s). Participant agrees to hold GBS harmless for any misuse of the GBS card since it is the Participant's responsibility to maintain exclusive control of the GBS card and its use. Participant agrees to be responsible for any and all purchases made with its GBS card. Upon notice from GBS or upon termination of Participant's participation in the trade network, all GBS cards issued to Participant must be immediately returned to GBS. Unauthorized use of any GBS card shall be prosecuted to the fullest extent of the law.
- "Authorization": The number or code supplied by GBS to a seller to confirm the buyer's eligibility to make a purchase or trade. This number must be entered on the trade draft in the appropriate area to make the trade valid. An authorization number is only valid for 7 days.
- "Trade Drafts": The receipt the seller must complete and present to the buyer for buyer's signature in order to complete a trade transaction. Sellers and buyers must retain copies of all trade drafts in the event of a contested sale. All trade drafts must be filled out properly for the seller to receive credit for the sale.