



EDUCATIONAL SERVICES, LLC

GEMDAS[®] Referral Form Spread the Positivity!

Do you know any teachers or administrators who would benefit from having GEMDAS[®] *Algebra Success*[®] at their school/district? Please provide their contact information below and fax the completed form to (801) 460-0040 or email to GEMDAS@AlgebraSuccess.com. You will earn a 10% Referral Payment for the initial Trainings/Workshops that are established as a result of your referral (no maximum payment—see terms and conditions on page 2). Thank you for helping to **Spread the Positivity!**

Referred by: _____ **Date:** _____

Please provide some information about yourself:

Title: _____

School / District / Company: _____

Email Address: _____

Phone Number: _____

Address for Referral Payment(s) to be mailed to: _____

Name of Referral: _____

Title: _____

School / District / Company: _____

Email Address: _____

Phone Number: _____

Have you contacted your referral about GEMDAS[®] *Algebra Success*[®]?

Yes Date: _____ No

Have you set up a phone or face-to-face meeting with your contact and GEMDAS[®]?

Yes Date: _____ No

Please provide any other information you feel would be helpful:

My signature below indicates my understanding and acceptance of the terms and conditions of the **Spread the Positivity! Referral Program** in their entirety (page 2).

X _____



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GEMDAS[®] Referral Program: **Spread the Positivity!**

Terms and Conditions

1. You will earn a 10% Referral Payment for the initial Trainings/Workshops that are established as a result of your referral and involvement (no maximum payment). It is understood that in order to receive a Referral Payment, you will make the initial contact with your referral and follow up to the extent necessary to ensure the Trainings/Workshops take place. Any subsequent business conducted with the same educational entity will not be subject to Referral Payment(s) unless you are directly and integrally involved in establishing future Trainings/Workshops. Sundry charges are not subject to the Referral Payment including, but not limited to discounts, travel, shipping/handling, and/or late fees. If you are a current educator, you will receive the Referral Payment for any schools/districts other than your current district.
2. The Referral Payment will only be issued if a **Spread the Positivity! Referral Program** form was submitted and approved by GEMDAS[®] beforehand. The Referral Payment will be sent to the address provided on this form after services are rendered and invoice is paid in full by the school/district.
3. If a representative of GEMDAS[®] is already working closely with a school/district that you have mentioned on your Referral Form, you will not be eligible for the Referral Payment UNLESS the Trainings/Workshops came to fruition as a direct result of your referral and your involvement. EX: If we have been contacting XYZ district for several months with no success, and you refer us to an individual in the school/district that was instrumental in making the Trainings/Workshops happen, then you would be eligible for the Referral Payment.
4. It is your responsibility to ensure that any methods you use to promote GEMDAS[®] do not violate any laws and are in complete accordance with accepted standards and practices in your locale and do not violate or infringe upon the rights of any third party such as copyrights, trademarks, privacy, or other personal or property rights and ensuring that materials you use and statements you make are not libelous or otherwise illegal. You must ensure that you will not violate intellectual and artistic property rights or promote illegal activities. We reserve the right to cancel your application at any time if we determine (per our sole discretion) that you are in violation of this term.
5. GEMDAS[®] will determine the prices to be charged for services according to our own pricing policies. GEMDAS[®] reserves the right to change its pricing policies and operating procedures at any time, without prior notification to you.
6. GEMDAS[®] grants you a nonexclusive right to use any brochures, papers, sales materials or logos advertising GEMDAS[®] products and services that are available from our office for representative or public use, solely for the purpose of assisting in generating sales. You may not modify any icons, messages, or images in any way without GEMDAS[®] consent. We reserve all rights to the graphics, messages, our trade names and trademarks and all other intellectual property.
7. This agreement does not create any employment relationship between you and GEMDAS[®] Educational Services, LLC. It is expressly agreed that GEMDAS[®] shall carry no Workmen's Compensation insurance or any health or accident insurance to cover you and shall not pay any Social Security tax, unemployment insurance, federal or state withholding taxes, nor provide any other contribution or benefits to you which may be present in an employer-employee relationship. GEMDAS[®] will report the amounts it pays you on IRS Forms 1099, to the extent required to do so. You shall be responsible for completing any applicable W-9 forms before the Referral Payment is mailed, and you shall be responsible for the payment of all taxes arising out of earned Referral Payment(s) including, by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or fees required by law. You indemnify GEMDAS[®] for any claims, losses, costs, fees, liabilities, damages or injuries arising out of your breach of this section. Please consult your tax advisor with any questions and/or to determine what impact, if any, the Referral Payment(s) may have on your tax situation. Furthermore, GEMDAS[®] is not responsible for compensating you for any costs associated with the promotion of our products and services. Any travel and postage costs incurred are your responsibility unless approved in advance. You have no authority to make or accept any offers or representations on our behalf. You are unable to make any claims that reasonably would contradict anything in this section.
8. This agreement will be governed by the laws of the United States of America and the state of California. Any action relating to this Agreement must be brought forth in the federal or state courts located in Los Angeles, CA and you irrevocably consent to the jurisdiction of such courts.
9. If any provision of this Agreement should be held to be void or unenforceable, such provision will be treated as severable, leaving valid the remainder of this Agreement. Terms and conditions are subject to change.