

**PART A – Shop Information**

Shop name \_\_\_\_\_ Legal shop name (if applicable) \_\_\_\_\_

Shop phone # \_\_\_\_\_ Toll-free # \_\_\_\_\_ Fax # \_\_\_\_\_

Contact name \_\_\_\_\_ E-mail \_\_\_\_\_ Website \_\_\_\_\_

Shop Address \_\_\_\_\_  
 \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**PART B – Ownership Information**

TYPE  Sole proprietorship  Joint ownership/partnership  Corporation\*  LLC\* IMPORTANT: Please attach/send in your resale certificate  
 \*Must attach a copy of your Articles of Incorporation  
 (Corp. or LLC) indicating all shareholders or members

TAX ID # \_\_\_\_\_ (if applicable) Date shop purchased \_\_\_\_\_ Date shop opened \_\_\_\_\_

NAMES OF OWNERS (If more than two, please attach a separate sheet)

Mr.  Mrs.  Ms.  Mr.  Mrs.  Ms.

Legal name and title 1. \_\_\_\_\_ 2. \_\_\_\_\_

Social security # \_\_\_\_\_

Phone # \_\_\_\_\_

Home address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

PERSONAL REFERENCE: Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SHOP BANK REFERENCE: Account # \_\_\_\_\_ Bank \_\_\_\_\_ Account Name \_\_\_\_\_

**PART C – Signature (see terms and conditions on Form A addendum)**

By signing below, each applicant and guarantor agrees to be bound by the terms and conditions and guarantee on the Form A addendum. Each applicant and guarantor acknowledges that it has read and understands the terms and conditions of this agreement.

All owners, partners, shareholders, members, officers of applicant must agree to the guarantee in the Form A addendum. Teleflora reserves the right to request additional guarantors as it shall deem necessary in its sole discretion.

APPLICANT: \_\_\_\_\_ GUARANTORS: \_\_\_\_\_

PRINT APPLICANT NAME \_\_\_\_\_ APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ PRINT GUARANTOR NAME \_\_\_\_\_ GUARANTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT GUARANTOR NAME \_\_\_\_\_ GUARANTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

(FOR TELEFLORA USE ONLY)

TF Code # \_\_\_\_\_  Application  Change of Ownership – Attach Part D

TSM#/Name \_\_\_\_\_  Branch Shop Application POS System for Dove \_\_\_\_\_

Campaign Code \_\_\_\_\_ Parent Shop Code # \_\_\_\_\_

**Agreement** STANDARD TERMS AND CONDITIONS OF MEMBERSHIP

**1. Membership Rights; Teleflora Intellectual Property; Support of Network.** During the term of this Contract for Membership (this "Agreement"), the applicant set forth on Form A ("Applicant") will be a Teleflora LLC ("Teleflora") member florist and will have all the rights and privileges thereof as established by Teleflora from time to time, including, without limitation, the right to (a) use Teleflora's clearinghouse system (the "Clearinghouse"); (b) receive periodic copies of the Teleflora Resource Guide (the "Resource Guide") and the Teleflora Member Directory (the "Directory"); (c) have Applicant's floral shop listed in the Directory; and (d) use Teleflora's registered trademark, Teleflora®, the Teleflora logo, Teleflora's arrangement images contained on Teleflora image CD-ROMs or Teleflora's Online Image Library (collectively, the "Teleflora Intellectual Property"); in each case, subject to the terms and conditions of (i) this Agreement, (ii) the Teleflora Rules (as defined in Section 2), (iii) Applicant's periodic transaction statement (each, a "Teleflora Statement"), and (iv) any other agreement entered into between Applicant and Teleflora (each, an "Other Teleflora Agreement"), as any of them may be amended from time to time. Applicant agrees to actively support the Teleflora member florist network by sending and receiving floral orders through the Clearinghouse in a fair and equitable manner.

**2. Teleflora Rules.** Applicant shall be subject to, and agrees to at all times comply with, the Teleflora Rules and Regulations published in the Resource Guide and/or on www.MyTeleflora.com (or such other resource guide or website(s) as Teleflora may publish or establish for its members), as may be amended from time to time (the "Teleflora Rules"), which Teleflora Rules are incorporated herein by this reference.

**3. Teleflora Wire Order Guarantee.** Teleflora guarantees payment for each order received by Applicant from a Teleflora member in good standing, provided, that the order is reported (a) through Teleflora's electronic order network, or (b) by Applicant by reporting the order to Teleflora on Teleflora's standard delivery report form, in which case, the report must be received by Teleflora within ninety (90) days from the date the order was filled.

**4. Commissions; Fees.** Teleflora shall have the right to deduct the following from the payment due to Applicant for delivered orders: (a) commission to the sending florist, (b) Teleflora's commissions, fees and usual and customary charges as set forth in the Teleflora Rules, and (c) all other sums due Teleflora.

**5. Payments.** Applicant agrees to pay to Teleflora the debit balance of each Teleflora Statement upon receipt of the Teleflora Statement but in no event later than the 25th day of the calendar month in which such Teleflora Statement was mailed to Applicant.

**6. Membership Deposits.** All membership deposits made by Applicant shall be non-interest bearing and shall not be segregated. Teleflora may, at any time, require Applicant to make one or more additional membership deposits to secure Applicant's performance of its payment or other obligations under this Agreement or any Other Teleflora Agreement. Teleflora, in its sole and absolute discretion, may refund all or part of any additional membership deposit to Applicant following one (1) year of satisfactory credit experience. Following the termination of Applicant's membership for any reason, and provided that Applicant was a Teleflora member for at least two (2) continuous years prior to the effective date of such termination, Teleflora shall refund to Applicant all membership deposits made by Applicant, less any amounts owed to Teleflora, within ninety (90) days following publication of the first issue of the Directory from which Applicant's floral shop name was removed by Teleflora.

**7. Interest on Past Due Amounts; Set-Off Right; Collection Charges.** Teleflora shall have the right to charge interest on all past due amounts at the maximum rate of interest permitted by applicable law. Teleflora shall also have the right to retain, and offset against, any amounts owing to Applicant by Teleflora hereunder and/or Applicant's membership deposit(s) the amount of any such past due amount and interest charged thereon or any other amount due to Teleflora. Applicant agrees to reimburse Teleflora for any and all costs and expenses of collection which may be incurred by Teleflora, including, without limitation, actual attorneys' fees and court costs.

**8. Term; Termination.** The term of this Agreement shall commence upon approval by Teleflora and shall continue indefinitely until terminated by Applicant or Teleflora as permitted in this Section. Either party may terminate this Agreement at any time, with or without cause, upon delivery of written notice to the other party. In the case of termination by Applicant, written notice must be sent to Teleflora's address or addresses as set forth in the Teleflora Rules. Notwithstanding the foregoing, Teleflora may terminate this Agreement immediately without notice in the event of a material breach of this Agreement by Applicant or suspected fraudulent activity on Applicant's account. Upon termination of this Agreement, Applicant shall cease to be, and shall have no further rights and privileges as, a Teleflora member. Applicant agrees that upon such termination, and at all times thereafter, it shall not use the Teleflora Intellectual Property or any word or symbol confusingly similar to any Teleflora trademark or which might indicate to consumers that Applicant is or was a Teleflora member. Notwithstanding the termination of this Agreement, Applicant shall remain liable to Teleflora for any accrued but unpaid amounts due

under this Agreement or any Other Teleflora Agreement.

**9. Representations and Warranties of Applicant.** Applicant represents and warrants to Teleflora that (a) the information set forth in Applicant's Application for Membership is true, accurate and complete; and (b) the person signing this Agreement on behalf of Applicant has the power and authority to bind Applicant to the terms and conditions of this Agreement.

**10. Assignment; Change of Ownership.** Applicant may not (a) assign this Agreement or any of its rights or obligations hereunder, whether by asset sale, stock sale, merger, operation of law or otherwise, or (b) cause a Material Ownership Change (as defined below), in each case, without Teleflora's prior written consent, which may be granted or denied in Teleflora's sole and absolute discretion. Applicant agrees that written consent by Teleflora to any such assignment or Material Ownership Change shall not relieve Applicant of its obligations under this Agreement or any Other Teleflora Agreement, unless expressly provided otherwise by Teleflora in such written consent or other writing. Teleflora may assign this Agreement or any of its rights or obligations hereunder without Applicant's prior consent. A "Material Ownership Change" shall mean any change in the ownership of Applicant or Applicant's floral shop, including, without limitation, any addition or removal of a partner, shareholder, member or other person or entity having an ownership interest in Applicant or Applicant's floral shop.

**11. Applicant Affiliate Liability.** If Applicant, directly or indirectly, owns, is owned by, or is under common control with, any other person or entity, whether in whole or in part, that is a member of Teleflora or a subscriber of Teleflora's electronic credit card processing services (each, an "Applicant Affiliate"), Teleflora may treat all of such Applicant Affiliates, together with Applicant, as one Applicant for purposes of collecting any amounts owed to Teleflora pursuant to this Agreement, any Other Teleflora Agreement or any other agreement between Teleflora and any Applicant Affiliate (collectively, the "Affiliate Teleflora Agreements"). Applicant, together with, and on behalf of, each such Applicant Affiliate, agrees to be jointly and severally liable to Teleflora for any amounts now or hereafter due to Teleflora under any Affiliate Teleflora Agreement.

**12. Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. Any action, suit or proceeding brought in connection with this Agreement or Applicant's membership, shall be brought in the appropriate state or federal court sitting in, at Teleflora's sole election, (a) the County of Los Angeles, California, or (b) the county where Applicant's principal place of business is located, the parties hereto hereby waiving any claim or defense that either forum is not convenient or proper.

**13. Attorneys' Fees.** In the event of any litigation between the parties in connection with this Agreement, the unsuccessful party to such litigation or binding arbitration shall pay to the successful party all costs and expenses, including, without limitation, actual attorneys' fees and costs incurred by such successful party.

**14. Miscellaneous.** The terms and conditions of this Agreement which by their nature are intended to survive termination of this Agreement shall survive the termination of this Agreement. Exercise by Teleflora of any right or remedy hereunder shall not prejudice any other right or remedy to which it may be entitled under this Agreement or applicable law. The parties agree that the relationship intended to be created by this Agreement is that of independent contractors, and nothing contained herein shall be construed as creating an agency, partnership or joint venture relationship between them. This Agreement, including the Teleflora Rules, contains the entire agreement between the parties with respect to the subject matter hereof. Any waiver, amendment, or modification with respect to any provision of this Agreement must be in writing and signed by the party to be bound thereby. This Agreement may be signed and delivered (including by facsimile) in counterparts, each of which shall constitute an original and all of which, together, shall constitute one and the same instrument.

**15. CREDIT CHECKS; EXCHANGE OF INFORMATION.** BY SIGNING PART C OF FORM A, APPLICANT AND EACH GUARANTOR HEREBY AUTHORIZE TELEFLORA TO OBTAIN ONE OR MORE CREDIT REPORTS, FROM TIME TO TIME, ON APPLICANT (OR ANY OWNER, PROPRIETOR, SHAREHOLDER, PARTNER, MEMBER, MANAGER, OFFICER OR DIRECTOR OF APPLICANT) AND EACH GUARANTOR FOR THE PURPOSE OF ESTABLISHING, UPDATING OR RENEWING THE BUSINESS RELATIONSHIP WITH TELEFLORA HEREUNDER OR IN THE EVENT OF A DISPUTE BETWEEN APPLICANT AND/OR ANY GUARANTOR AND TELEFLORA OR ANY PERSON OR ENTITY AFFILIATED WITH TELEFLORA. APPLICANT AND EACH GUARANTOR AUTHORIZE TELEFLORA TO EXCHANGE INFORMATION, INCLUDING INFORMATION RELATING TO THE DEFAULT OF THIS AGREEMENT, FROM TIME TO TIME, AS TELEFLORA SHALL DEEM NECESSARY OR DESIRABLE, WITH FINANCIAL INSTITUTIONS, CREDIT CARD ASSOCIATIONS, NETWORK ORGANIZATIONS, CREDIT BUREAUS OR ANY OTHER THIRD PARTY, WITHOUT LIABILITY WHATSOEVER TO TELEFLORA.

**GUARANTEE**

Each guarantor on Part C of Form A (each, a "Guarantor"), being the principal shareholder(s), partner(s), member(s) or owner(s) of the Applicant, by its signature on Part C of Form A, jointly and severally, guarantees, unconditionally, the full and faithful performance by Applicant of all of its obligations to Teleflora under this Agreement and any Other Teleflora Agreement (as defined in this Agreement). Each Guarantor hereby waives and agrees not to assert or take advantage of (a) any right to require Teleflora to proceed against Applicant or any other person or to proceed against or exhaust any security held by Teleflora or to pursue any other remedy before proceeding against such Guarantor; (b) the defense of the statute of limitations; (c) demand, protest, notice of dishonor and notices of any other kind; and (d) any defense based on the election of remedies by Teleflora. Teleflora and Applicant, subject to the terms of this Agreement, may modify the payment or other terms thereof, in each case, without releasing any Guarantor from its liability hereunder. No exercise or non-exercise by Teleflora of any right under this Agreement, no dealing by Teleflora with Applicant or any Guarantor, and no change, impairment or suspension of any right or remedy of Teleflora, shall in any way affect the obligations of Guarantor hereunder or give any such Guarantor recourse against Teleflora. Each Guarantor acknowledges and agrees that it shall be responsible for keeping itself informed of the financial condition of Applicant and of all other circumstances bearing upon the risk of nonperformance by Applicant of the obligations guaranteed hereby, which diligent inquiry would reveal, and agrees that Teleflora shall have no duty to provide information to any such Guarantor. The bankruptcy or insolvency of Applicant shall not release any Guarantor of its obligations hereunder. Each Guarantor acknowledges and agrees that it has read and understands the terms and conditions of this Agreement. Each Guarantor further acknowledges that by signing on Part C of this Agreement, it is granting Teleflora the authority to obtain credit reports and exchange information pursuant to Section 15 of this Agreement.