



Retail Application

1019 Hard Rock Rd, Somers, MT 59932
Toll Free: 888.528.8615 - Fax: 209.671.1921

APPLICANT INFORMATION

Applicant/Company Name	Company/Contact Phone #
Street Address	Cell Phone #
Mailing Address (if different from street address)	Company Fax #
City, State, Zip, County	E-mail address
Owner/Manager's Name	Website Address
State Sales Tax # / Fed. ID / Vendor #	Years in Business

RETAIL VERIFICATION

Please use the space below to briefly describe your store, business, or practice AND HOURS OF OPERATION.
(You must own or operate one of these listed)

GETTING TO KNOW YOU

What type of products do you specialize in? Herbal Formulas Vitamin/Mineral Supplements Midwifery other _____

For shipment purposes, is your establishment/shipping address considered Residential or Business? Residential Business

Would you like to receive notification of additional Retail discounts when they are available? Yes, Please No, Thank you

Can we refer your business to customers in your area looking to purchase for Mountain Meadow Herb products? Yes, Please No, Thank you

How did you hear about Mountain Meadow Herbs? _____

Thank you for filling out this form completely!

Mountain Meadow Herbs, Inc may have provided you with Retail prices on your first purchase; however, in order to continue to receive this discount, this form, Prop 65, and the MAP agreement **must** be returned back to us! All information contained in this application will be held in the strictest confidence.

I/We certify all the information provided on this form to Mountain Meadow Herbs, Inc is true and correct to my/our knowledge. I/We agree resubmission of this application may be required if our account remains dormant for more than a period of one year. I/We agree every order must be a minimum of \$200.00 before Shipping and handling to receive retail prices, you must order twice a year to keep your retailer status. I/We agree all prices and shipping costs are subject to change, this includes the retailer minimum order. I/We agree to all terms stated on any Mountain Meadow Herbs, Inc invoices or sales receipts, and that I/We also agree to pay the total amount due including any & all finance charges if the invoice is paid late. If a check is returned for lack of funds, I/We agree to pay a \$25.00 Returned Check Fee for each return. I/We also agree to pay any and all costs, including but not limited to court costs, attorney fees, processing fees, and any other fees incurred in the collection of unpaid invoices. Payment Terms: Net 30 will be an option and remain an option as long as your account continues to be in good standing. Maximum credit for Net 30 will be determined on an individual bases and can be changed at any time. **See and complete MAP agreement for pricing policies.**

Signature _____	Title _____	Date _____
<u>Person/persons authorized to purchase on this account</u>		
Signature _____	Title _____	Date _____
Signature _____	Title _____	Date _____



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MAP Agreement Confirmation

This MAP policy has been established by Mountain Meadow Herbs to help ensure the legacy of Mountain Meadow Herbs as a leader in the herbal extract and natural health industry and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for MMH customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Agreed to by:

Company name: _____

Any and all other names by which this company operates (including names used on Ebay, Amazon, etc):

Principal name printed: _____

Principal Signature: _____ Date signed: _____

Dealer Address: _____

Dealer City/State/Zip Code: _____

Phone: _____

Email: _____

Website: _____

If in agreement with this policy then please fill out the requested information and sign it. You may fax the 3rd page to: 209-671-1921 or you may scan the 3rd page and email to: info@mmherbs.com.

IMPORTANT: As of September 1st 2016, no shipments will be made to any retailer or distributor without having completed this form and returning it to Mountain Meadow Herbs. *These statements have not been evaluated by the Food and Drug Administration (FDA). This information is intended to help with product selection only. It is not intended to diagnose, treat, prevent or cure any disease or other complication*



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MINIMUM PRICING FOR ADVERTISEMENTS AND SALES POLICY AND DIRECTIVE

Effective immediately, a Minimum Advertised Price (MAP) and Sales Policy and Directive for all Mountain Meadow Herbs (MMH) products is implemented. The prices set by MMH shall be in United States dollars; and in foreign countries the price shall be determined by international currency exchange rates then in effect.

Since 2001 MMH has built a valuable brand name, known to and sought by the public. By establishing a MAP, the brand name is protected, and all resellers will assist in maintaining the good name. It is in the best interest of MMH and all retailers to be subject to a policy of advertising and sales which is even-handed and straightforward. Internet advertisement and sales may undermine a product and its name and may adversely affect resellers by unfair competition. Customer loyalty is important to all resellers and MMH seeks to assist retailers in maintaining customer loyalty by imposing a MAP by this directive.

Placement of products with your company is contingent on your company accepting the terms set forth below and returning the MAP Agreement Confirmation form which is provided to you for signature.

You are advised that a breach of the following policy by your company, intentionally or negligently, without regard to the number of violations, may result in termination of your relationship with MMH, with or without advance notice, and MMH products may no longer be shipped to your company. Your company's cooperation is expected for the good of all retailers of MMH products.

Your company shall abide by the following is its advertisements and sales:

1. From time to time, MMH shall provide your company with a Manufacturer's Suggested Retail Price (MSRP) for each product. Upon receipt of the MSRP, all advertisements and sales by your company of each product must be set at or above the MSRP or at a price which is never 10% less than the MSRP, subject to the exception set forth below. The advertisements and solicitation of sales of products is all inclusive, meaning placement of material in or on flyers, posters, coupons, mailers, inserts, newspapers, magazines, printed or mail order catalogs, use of social media, blogs, or other internet applications or services, television, radio, billboards and all other means of reaching the public.
2. The exception is limited to advertisements and sales which are displayed to customers who are physically in your store or to customers who have consented to be on your email database for solicitations. You control the price of products sold to such customers. However, in marking prices, the original price placed on each product shall not reflect a "strike-through" or other type of alteration to show a price that existed prior to the date a new price is placed on each product.
3. You shall honor and not disparage any and all trademarks and/or copyrights held by MMH. Use of advertising materials supplied to you by MMH shall conform to directions of use sent with the advertising materials, with no exceptions.
4. You may use phrases such as "we have the lowest prices," "we will meet or beat any competitor's price," "please call us for a price" so long as the other aspects of the solicitation do not show a price below 10% off the MSRP. Use of websites for sales, such as Amazon or E-Bay or similar auction web sites which use

“buy it now” or “opening bids” or “reserved offers” buttons or links, must always reflect a price that is greater than 10% off the MSRP.

5. Should your company wish to have a promotion of MMH products which would be contrary to this policy, you must first present your promotion concept to MMH as to pricing and length of sale and otherwise negotiate for the written consent of MMH to your promotion.
6. . In providing you with the MSRP listings, from time to time, MMH may wish to identify certain products for special pricing with your company authorized to participate in a global sale of those identified products at a special set price. The set price must be honored by you for the length of time for the sale identified by MMH.

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2020 REGULATORY COMPLIANCE POLICY

Why am I receiving this (again)?

Proposition 65 regulations require us to **annually** renew our Proposition 65 notifications and receive signed confirmation of this renewal. So even if you signed this policy already, we are required to ask you sign it again annually. While there is no significant change to our policy this year, we ask that you review this document, sign and return it to us by mail, e-mail or fax. Whichever method is easiest for you. **We are required to have this signed agreement with all of our retailers, even if they do not sell or advertise in/to residents of the state of California.**

What is Proposition 65?

California's Safe Drinking Water and Toxic Enforcement Act of 1986, also known as "Proposition 65" is a unique **California law** that requires businesses to include a warning on any products that contain over a certain amount of one of nearly 1,000 possible chemicals that the state of California believes to be harmful. This California law also requires sellers of these products to provide warnings to California consumers before they purchase the product. Because we do not label every product with a Proposition 65 warning, we are required to communicate to our retailers how MMH products are affected by this regulation and to have on-file an annually renewed, signed agreement from every retailer stating that they understand this regulation and how it applies to MMH products sold or advertised in/to California.

Is a product safe if it requires a Proposition 65 Warning?

Proposition 65 Warning labels do not reflect on the safety of a product. MMH thoroughly tests all raw ingredients and completed products to comply with federal and industry standards for safety. While the intent of Proposition 65 is laudable, the reality of this regulation is much more complicated. The permissible levels of substances on the Proposition 65 list are set so low that quite frequently plant products will naturally contain more than the permissible level of certain chemicals.

What if I do not sell any MMH products in/to California or online?

If you never sell or advertise MMH product in/to California or online, all we ask is that you read this form and sign it to indicate you understand this policy. You are basically agreeing that you are not selling or advertising MMH product in/to California or online. You are further agreeing that you will not distribute any MMH Catalogs in California.

Why does MMH not allow their catalogs to be distributed in California?

Because this regulation requires us to notify a customer before they purchase the product, any advertising material sent to California would require the warning be in the catalog as well. As our products may naturally vary, so may the need for Proposition 65 warning labels. To simplify the compliance requirements, we simply do not distribute or allow distribution of our catalogs in California.

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I sell products to California and/or online, what do I need to do?

Currently Progesterone cream is the only MMH product that is pre-labeled with a Proposition 65 warning. All other MMH products that require a Proposition 65 warning label, must have this label applied at the time of shipment to or display for sale in California.

If you *order a product that requires a Proposition 65 warning label, but does not have one:*

- In your shipment, folded with your invoice, you will receive a Proposition 65 Update Notifications and Proposition 65 Warning Label Stickers.
- The Update Notification will tell you what product and Lot # requires the sticker and the actions you must take to be compliant with the law.
- Place the enclosed sticker on the product before shipping it to a customer in California and before displaying it for sale in California.

If you *advertise in your catalog MMH products that have or require a Proposition 65 Warning Label:*

- Include the warning in the catalog as written on the warning label so that it is clearly associated with the product and can be easily found.
- OR, do not distribute your catalogs in/to California.

If you *advertise online MMH products that have or require a Proposition 65 Warning Label:*

- List the warning exactly as shown on the included labels on the product page.
- OR place a clearly marked hyperlink that says “Warning for California Residents” that will lead to a page that displays the “Warning” exactly as shown on the included labels.
- OR create a warning that will “pop-up” when a California address is entered during check-out.
- If you sell products in large online marketplaces, such as Amazon, read their Proposition 65 requirements carefully to ensure you are complying with their guidelines.

What if I still have questions?

If you still have questions, feel free to contact us. We will do our best to answer all your questions.

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Regulatory Compliance Agreement Confirmation

This policy has been established by Mountain Meadow Herbs to ensure regulatory compliance to Proposition 65. It has been designed to ensure that you as a retailer have the information necessary available to you to make informed and compliant decisions regarding your sales.

By signing this policy, you agree to not advertise, sell, or ship any MMH product to California or online unless you label it as required by MMH and the Proposition 65 regulations. Your signature also indicates that you understand that you assume all risk and liability if you choose to advertise or sell MMH products to residents of the state of California or online without required warnings.

Furthermore, if you **sell or advertise** any MMH product to California or Online, you agree to:

- Use any necessary warning stickers or information provided.
- Comply with Proposition 65 advertising regulations.
- Not distribute any MMH catalogs in/to California.

Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Company name: _____

Principal Signature: _____

Principal name printed: _____ Date signed: _____

Company Address: _____

Company City/State/Zip Code: _____

Phone: _____ Email: _____

Website: _____

If in agreement with this policy then please fill out the requested information, sign, and send this 3rd page back to us through mail, e-mail, or fax.

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