

MEMBERSHIP AGREEMENT



Atlantic Barter

Build barter into your business plan

Powered by Barter Network Inc.

Atlantic Barter Corporation is a Delaware Corporation whose corporate address is 220 Presidential Drive, Unit 3, Greenville, DE 19807 and 5 Great Valley Parkway, Suite 210, Malvern, PA 19355.

Referred by: _____

Date: _____ Account Number _____

Business: _____ Tax Rep. Name: _____

Address: _____ Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____ E-Mail: _____ Web Address _____

Owner/Principal: _____

Type Business: Corporation Partnership Proprietorship Fed. ID #: _____ Soc. Sec. #: _____

Register this credit card for my 12.5%* transaction fee: MasterCard Visa AMEX Discover

Name on card: _____ Number: _____ CVV code* _____ Exp. Date: _____

* 3 or 4 digits on back of credit card

ATLANTIC BARTER is authorized to issue membership cards to:
To add additional authorized users, Owner must communicate in writing to ABC

Name: _____ Authorized user Name: _____ Authorized user

GOODS & SERVICES OFFERED

GOODS & SERVICES DESIRED

SPECIAL TERMS AND CONDITIONS:

Both Initials _____

MEMBERSHIP FEES

	Initial	Annual Renewal
<input type="checkbox"/> Small Business (1-19 employees)	\$495 Cash + 100 T.D.	\$50 Cash + 50 T.D.
<input type="checkbox"/> Medium Business (20-199 employees)	\$695 Cash + 225 T.D.	\$100 Cash + 100 T.D.
<input type="checkbox"/> Large Business (200+ employees)	\$895 Cash + 400 T.D.	\$200 Cash + 200 T.D.

MONTHLY ADMINISTRATIVE CHARGES:

\$10 Cash + 10 Trade Dollars

CASH TRANSACTION FEE FOR BARTER PURCHASES 12.5%

*For credit card contracts. Fee for contracts without credit card is 15%.

Initial Membership Fees paid by: Credit Card Check Cash

Hereby bound by all terms and conditions

Applicant _____ Company _____ Title _____ Tax ID _____
(Signing on behalf of business entity)

Applicant _____ Social Security Number _____
(Signing individually)

ATLANTIC BARTER Representative _____ ATLANTIC BARTER Officer _____

ATLANTIC BARTER will not release any of this information without members consent. Applicant agrees to the terms and condition described on the back of this agreement.

220 Presidential Drive • Unit 3 • Greenville, DE 19807 and 5 Great Valley Parkway, Suite 210, Malvern, PA 19355
Phone 302 654 5650 * Fax 302 654 5668 * Toll Free 800 343 1322

Initial Here _____

Atlantic Barter

TRADING POLICIES AND PROCEDURES

The purpose of the following trade rules and procedures is to facilitate trading among clients by promoting a system of good business practice and understanding of the guidelines set forth for all trade exchanges by the International Reciprocal Trade Association (IRTA).

1. Applicant, (Client), applies for an account with ATLANTIC BARTER (ABC), and agrees to abide by all the current trading procedures and policies stated herein, which may be modified from time to time.
2. Each client shall pay ATLANTIC BARTER, upon approval a membership fee and annual renewal fee as indicated on the front page. A 12.5% cash transaction fee on all purchases. Additionally, a monthly administrative charge of \$10 Cash and \$10 Trade will be billed to the account. All fees are nonrefundable. The amount of subsequent fees is subject to change.
3. Clients must give 30 days written notice intent to terminate their membership. All fees, including the initial startup fee, are in payment for services rendered in the processing clients into the exchange system, maintaining records and facilitating the clients use of the exchange.
4. Clients are obligated to sell their goods and services on barter at their normal, customary rates that they normally sell their goods or services for cash. However, taxes and gratuities will be paid in cash.
 - a. Clients are obligated to sell their goods and service 100% trade and at their total normal customary rates. Any deviation must be approved in writing by Atlantic Barter Corporation.
 - b. If any barter client violates any part of terms in section 4a, ABC has the right to terminate membership immediately and trade and cash balance are due in the form of cash.
5. Clients wishing to spend trade dollars must call the ATLANTIC BARTER trade floor prior to each purchase. Buyers must identify themselves to the sellers as a ATLANTIC BARTER member prior to making arrangements. trade between clients without the knowledge and approval of ATLANTIC BARTER is prohibited, and if consummated, is subject to a 12.5% cash transaction fee. Clients who violate this provision are subject to immediate termination by ATLANTIC BARTER.
6. Buyer must have a valid, signed, and current identification card in order to make a purchase. Client is solely responsible for all charges made on card(s) issued to clients account.
7. Purchase by clients must be limited to the amount of ATLANTIC BARTER trade dollars in the Buyer's account. Client's wishing to apply for a loan may submit an application for approval. Clients will be required to compensate ATLANTIC BARTER in cash on demand for any deficit amount in their trade dollar account resulting from purchases made without sufficient trade dollar balances or without prior loan arrangements.
8. All transaction fees in excess of \$1,000.00 must have their commission fees paid prior to delivery.
9. To receive credit for transactions, the seller must:
 - a. Obtain an authorization number from the ATLANTIC BARTER office prior to purchase.
 - b. Check the expiration date on the Buyer's ATLANTIC BARTER card to make sure it is still valid.
10. Trade transactions are entered into on a voluntary basis between clients. Although ATLANTIC BARTER may give referrals as a service to it's clients, ATLANTIC BARTER assumes no responsibility for the quality, timely delivery, warranty or dispute of any nature between clients with regard to any product or service being traded. Clients should exercise the same diligence entering into trade transactions as ordinary cash transactions. ATLANTIC BARTER is functioning in a brokerage capacity and client does hereby indemnify and hold ATLANTIC BARTER harmless with respect to any claim, debt, or liability whatsoever arising out of any trade exchange transaction herein client is buyer or seller.
11. By signing this Agreement, all parties are agreeing that jurisdiction for any and all complaints and/or legal issues shall be in Malvern, Chester County, Pennsylvania
12. Actual transaction disputes are between the buyer and seller but does not negate the fees as specified in the terms and conditions owed to ATLANTIC BARTER.
13. Cash transaction fees are due upon receipt of the monthly ATLANTIC BARTER statement. All fees will be charged against the clients MasterCard, Visa, Discover, or American Express if the fees are not received. ATLANTIC BARTER RESERVES THE RIGHT TO SUSPEND ALL TRADING OF CLIENTS WHOSE ACCOUNTS ARE NOT PAID BY THE 25TH OF THE MONTH THAT THE STATEMENT WAS RECEIVED A late payment penalty of 3% /36% annually + \$15 flat monthly late fee will be assessed on the last day of the month if the transaction fees are not paid, and suspension of trading privileges will be in effect until the account is current.
14. Everyone must provide a valid credit card on file and if the credit card fails the client has 10 days from notification from ABC to provide a new credit card or clear up the existing issue with the current credit card on file. Until the credit card issue is resolved, the clients account will be placed in a frozen status.
14. Client's monthly statement will be considered accurate as printed unless ATLANTIC BARTER is notified in writing of any discrepancy by the 15th of the month.
16. Clients are advised that transactions involving Trade Dollars are treated as taxable income. Client represents and warrants to ATLANTIC BARTER that it will fully report and pay all taxes arising from any transaction in which ATLANTIC BARTER is involved, to federal, state or local taxing authorities. In addition, ATLANTIC BARTER makes no representations to the client regarding the legal or tax consequences of any transaction. Clients should seek professional tax advice.
17. Trade dollars shall not be considered as legal tender, securities or commodities, by either ATLANTIC BARTER or its clients, and may not be redeemed for cash, except as provided in paragraph 21.
18. Client understands that a barter exchange is a limited marketplace and that ATLANTIC BARTER cannot fulfill all purchase requests all the time. ATLANTIC BARTER provides only those products or services actually available in the exchange system.
19. ATLANTIC BARTER may place an account on HOLD or TERMINATE a membership if:
 - a. If ATLANTIC BARTER has notified the client and client has not refunded acceptably to the complaint.
 - b. Client has committed fraud, either toward other clients or ATLANTIC BARTER.
 - c. Client is charging cash and/or not following the terms of the contractual agreement with ATLANTIC BARTER.
 - d. Client is 90 days past due with their outstanding cash fees.
 - e. Client is found conducting one on one trades with other members of the exchange.
 - f. Client is selling their goods or services to other barter clients at prices in excess of their normal cash price.
20. ATLANTIC BARTER will only be responsible for commitments made in writing by authorized ATLANTIC BARTER officers.
21. Clients may request, in writing, their accounts to be placed on hold (not trading), status under the following conditions:
 - a. Client's account must not be in a deficit position.
 - b. Client must give notice to ATLANTIC BARTER trade floor.
 - c. Client must not be on the suspended trade list.
 - d. With written approval from ATLANTIC BARTER
22. Client may terminate this Agreement after 30 days written notice. Immediately upon termination, all cash and trade dollar fees and commissions outstanding become due and payable, and:
 - a. If a member has a negative trade balance (i.e., purchases exceed sales), member shall pay the account with trade dollars or acceptable products or services within (30) days of the termination date. After the thirty (30) day period, the client must pay ATLANTIC BARTER any remaining negative balance in cash.
 - b. If a member has a positive trade account balance, (i.e., sales exceed purchases), member may stay active for ninety (90) days and spend the balance until purchases equal sales by paying ATLANTIC BARTER in advance the cash commissions and service fees owing on the positive balance. Failure to spend positive trade balances after termination, and with in the ninety (90) day grace period, will result in the member forfeiting all rights to the credit in its trade account. ATLANTIC BARTER has no obligation under any circumstances, including termination of trading privileges, to convert a positive trade account to actual cash dollars.
 - c. All outstanding cash fees are immediately due.
 - d. In the event any client obligations are referred to an attorney with or without suit, client agrees to pay attorney fees and costs.
23. ATLANTIC BARTER from time to time may modify these Policies and Procedures, which are deemed to be in the best interest of the clientele, by which the client agrees to abide. Retention and/or use of the ATLANTIC BARTER Trade Card constitutes acceptance of this Agreement with all the terms and conditions as a client of ATLANTIC BARTER.
24. I/We recognize and grant to ATLANTIC BARTER, and to those having ownership interest in ATLANTIC BARTER, the right and power to borrow from the exchange and spend within the exchange system. Such borrowing will be sufficiently collateralized by specifically pledging assets of the system pursuant to the guidelines established and imposed by the International Reciprocal Trade association, (IRTA Regulation #1).
25. Client agrees to provide written notice to ATLANTIC BARTER at least 30 days prior to the anniversary date of the Client Agreement, if he/she does not intend to renew. Unless such notice is received, this Agreement shall be automatically renewed.
26. If this Agreement is terminated by either party; there shall be no refund of annual administrative or transaction fees by ATLANTIC BARTER.
27. Any Client that has a check returned to ATLANTIC BARTER by the bank will be charged \$35.00.
28. If the Client's cash fees are 90 days past due, the Client grants to ATLANTIC BARTER, at that time, a security interest in all of the trade dollars in Client's account. In that event ATLANTIC BARTER may, at its option close the Client's account and apply all of the trade dollars in the client's account to an outstanding cash balance due.
29. In the event the client's membership is terminated, ATLANTIC BARTER may, at its option, utilize the member's credit card to pay any outstanding balance owed in trade dollars or cash dollars.
30. ATLANTIC BARTER shall operate in accordance with the conditions set forth herein and said conditions shall supersede any oral representations. This is the entire and complete Agreement between the parties.
31. Client consents to have their company listed as a ATLANTIC BARTER member in any published ATLANTIC BARTER advertisements and/or printed promotional materials.
32. All current clients shall have access to the ABC membership through their broker, ABC directory and the ABC website.
 - a. Everyone must provide a valid credit card on file and if the credit card fails the client has 10 days from notification from ABC to provide a new credit card or clear up the existing issue with the current credit card on file. Until the credit card issue is resolved, the clients account will be placed in a frozen status.

WARRANTY:

The seller warrants that it has title to such products, free and clear from any lien or encumbrance. Other than set forth above, products are sold, "as is, where is." With respect to any products or services purchased by buyer through ATLANTIC BARTER, buyer recognizes that such items are produced and provided by others and not by ATLANTIC BARTER or its affiliates. ATLANTIC BARTER makes no warranty either expressed or implied, by operation of law or otherwise as to the merchantability or fitness of a particular purpose of such products or services, and buyer shall look solely to the manufacturer, distributor or retailer of such merchandise for any warranty.

I have seen and read the terms and conditions. Initial Here _____