



**MOUNTAIN STATES
MARKETING & SALES**

**TRIP POINT PROGRAM
ELIGIBILITY AND PARTICIPATION AGREEMENT**

(Please Read Carefully)

_____/_____/_____
DATE

Business Name () Day Phone Number

Participant=s Name () Night Phone Number

Mailing Address City State Zip

ELIGIBILITY

I/We the undersigned do hereby attest that the undersigned is a legitimate entity doing business in the State wherein they reside, and do further attest that the same has an account with Mountain States Marketing & Sales, in a current status representing eligibility by signatory authorization to participate in said Trip Point program.

AGREEMENT

I/We the undersigned participant(s), hereby agree to earn a sufficient number of Trip Points through the purchased of eligible items and payable to Mountain States Marketing & Sales, located at 3950 S. 300 W. Salt Lake City, UT, to participate in this program. Participant does further affirm that they have been provided with a list of Trip Point eligible items and that all purchases are subject to refundability rules.

Participant agrees that all Trip amounts due Mountain States Marketing & Sales through the purchase of Trip Point items are to be accrued prior to placement of reservations and trip enactment, and further agrees to pay any additional costs incurred while on trip in cash at the rate \$0.50 per Trip Point, within 30 days, unless otherwise agreed upon in writing. The undersigned agrees to have their purchasing account paid to a current status no less than 60 days before departure date.

Trip Point statements shall be sent monthly to all participating customers. Participant accepts responsibility for review of this information to ensure proper credit has been issued.

Participant further agrees that a minimum of 100 Trip Points must be accumulated per year to remain active in the program. Failure to comply with this requirement will result in removal from the program and forfeiture of any accumulated Trip Points.

Participant may elect to add Trip Points to non-programmed carpets for the amount of \$0.53 per Trip Point.

Refundability Rules:

1. Under no circumstances shall Trip Points be redeemable in cash value.
2. Should participant elect to return items earning Trip Points, points earned on those items shall be deducted from customer=s Trip Point balance.
3. No return credits shall be accepted for items earning Trip Points after reservation for corresponding trip has been taken.
4. Any Trip Points that the participant elects to add to non-programmed items may be refunded to the participant when the participant is removed from the program under the following provisions:
 - A. The participant=s purchasing account with Mountain States Marketing & Sales is in good standing and any invoices with added Trip Points have been paid for in full.
 - B. The participant must provide copies of any applicable invoices.

The undersigned has agreed to pay and participate in the Trip Point program with Mountain States Marketing & Sales. I/We the undersigned, do hereby jointly, severally and personally guarantee the prompt performance of the duties and obligations of said agreement, and do hereby agree to indemnify Mountain States Marketing & Sales against any and all damages, loss expense (including but not limited to attorney=s fees) and/or liability sustained by Mountain States Marketing & Sales by reason of, or related to, the undersigned participant=s failure to pay when due or participate in, the aforementioned Trip Point program, both before and after judgment.

Customer Name (Please Print)

Customer Signature

Date

Customer Email Address

3950 SOUTH 300 WEST SALT LAKE CITY, UT 84107
(801) 261-4148 800-748-4404
Fax: 801-264-8408 Email: sales@mountainstatesmarketing.com