## **AGREEMENT**

61: Arl	autiful Runners Associates, Inc. (AGENT) with offices at 1 South Ivy Street ington VA 22204 03-505-3567)
uiiv	(SHAREHOLDER name)
	Address
	City State and ZIP
	Phone
hei	reby agree:
1.	The agreement shall take effect upon its execution by both parties and continue in force through December 31, 2099.
2.	AGENT acknowledges receipt from SHAREHOLDER of
\$	(AMOUNT)
for	the purchase of
	(SHARES of common stock at par value \$10 each)
In a	addition, SHAREHOLDER purchases
	(number of t-shirts)
	(sizes — Small, Medium, Large, Extra-Large at \$10 each)
\$_	(t-shirt purchase amount)
	SHAREHOLDER acknowledges receipt of a stock certificate from AGENT representing total SHARES as above.

- 4. AGENT acknowledges receipt from SHAREHOLDER of these properties:
  - a. Resume of SHAREHOLDER listing representation by AGENT as first item
  - b. Full-face photograph of SHAREHOLDER
  - c. Head-to-toe photograph of SHAREHOLDER wearing appropriate athletic attire
  - d. Link to SHAREHOLDER's preferred personal information page, for example, personal web page, Facebook page, Twitter feed, Wordpress blog
  - e. SHAREHOLDER Application form, including SHAREHOLDER's name, address, phone, date of birth, e-mail. AGENT will forever keep all personal data from SHAREHOLDER confidential and not publish that data in any way, except that SHAREHOLDER grants AGENT unlimited rights to use the above resume, photos, and link on its web site(s), including but not limited to www.beautifulrunners.com
  - f. Purchase price of at least one share of common stock at \$10 per share
- 5. Upon request by SHAREHOLDER in writing to **beautifulrunners@gmail.com**, AGENT agrees to buy back any and all shares from SHAREHOLDER at exactly the same price as their purchase price, within 30 days of request by SHAREHOLDER.

- 6. AGENT will provide quarterly summaries of revenues, expenses, net profit (loss), receipts, expenditures, net income (deficit), and position statement (balance sheet) as of the end of each calendar quarter.
- 7. AGENT will provide access to SHAREHOLDER of all accounting at any reasonable time upon request by SHAREHOLDER.
- 8. AGENT will pay an annual dividend to all SHAREHOLDERs of record as of December 31 of each year representing 50% of net profit (if any), divided by the number of shares outstanding, multiplied by the number of shares held by SHAREHOLDER.
- SHAREHOLDER acknowledges that AGENT has issued 25,000 shares of common stock as a Virginia Corporation; that AGENT has issued 5,000 shares to its incorporator and initial director Jay Jacob Wind, 1,000 shares to its initial director Karla McDuffie, and 1,000 shares to its initial director Monica McDuffie.
- 10. AGENT may increase the number of issued shares after consent in writing to **beautifulrunners@gmail.com** of a simple majority vote cast by the SHAREHOLDERs as of a given date, with each share representing one vote.
- 11. AGENT may sell any or all outstanding shares to one or more third party at a value higher or lower than the par value of \$10. No less than 30 days before such transaction(s), AGENT shall offer in writing to all SHAREHOLDER the option to sell their share(s) to the third parties at the same price as AGENT offered for the outstanding shares, subject to the willingness of the third party to buy shares.
- 12. AGENT will seek CUSTOMERs who wish to staff exhibitor space at expositions and other EVENTS nationwide. AGENT will represent SHAREHOLDER to prospective CUSTOMERS who intend to present exhibits at expositions both in the region where SHAREHOLDER lives and elsewhere. AGENT will negotiate contracts with CUSTOMERS on a per-person, per-day basis. AGENT will advertise those opportunities to all SHAREHOLDERs in the region of the exposition and allow those SHAREHOLDERs to apply for exhibitor positions. AGENT will grant equal access to all SHAREHOLDERs in a region regardless of race, religion, age, national origin, orientation, or any other basis. CUSTOMERs may choose from among available SHAREHOLDERs in a region, except that AGENT shall contract only with CUSTOMERs who affirm AGENT's non-discriminatory practices.
- 13. AGENT will contract with CUSTOMERs to provide at least one training session for the selected SHAREHOLDERs, with that time billed to CUSTOMERs on a per-person, per-hour basis.
- 14. AGENT will pay SHAREHOLDER at least 40% of the fees received for training sessions and for coverage of EVENTS. With each year of SHAREHOLDER's participation, AGENT will increase the commission percentage by 2% non-compounded, to a maximum of 50%.
- 15. SHAREHOLDER may pass ownership of one or more shares to other persons, at any price below or above par value at any time. Any new SHAREHOLDERs will complete a SHAREHOLDER application form, but AGENT has the option to advertise or not to advertise position opportunities to new SHAREHOLDERs.

- 16. SHAREHOLDERs will convey themselves professionally and in accordance with all of CUSTOMER's requirements. If CUSTOMER requires more than one of AGENT's SHAREHOLDERs for an EVENT, AGENT will designate one SHAREHOLDER as associate-in-chief, who will supervise all other SHAREHOLDERs; if CUSTOMER requires only one SHAREHOLDER, that SHAREHOLDER will serve as associate-in-chief.
- 17. CUSTOMERs will send point-of-sale exhibitor materials to AGENT's associate-in-chief for EVENT, including any apparel required by CUSTOMER to be worn by AGENT's associates during EVENT.
- 18. After EVENT completes, AGENT's associate-in-chief will promptly return all point-of-sale exhibitor material sent by CUSTOMER.
- 19. Some CUSTOMER may allow AGENT's SHAREHOLDERs to keep the apparel after EVENT, but if CUSTOMER wants apparel returned, AGENT's associate-in-chief will promptly return all apparel sent by CUSTOMER for EVENT as soon as possible after EVENT concludes.
- 20. In the case of any irreconcilable dispute between SHAREHOLDER and AGENT, both parties agree to seek a neutral arbitrator and comply with arbitrator's judgement, with arbitration costs split evenly between SHAREHOLDER and AGENT, regardless of the arbitrator's decision in favor of either party.
- 21. In the case that SHAREHOLDER and AGENT cannot agree upon a neutral arbitrator, any dispute may be referred to a court of competent jurisdiction, with court costs split evenly between SHAREHOLDER and AGENT, regardless of the court's decision in favor of either party.
- 22. If CUSTOMER expresses satisfaction with AGENT's and SHAREHOLDER's services, AGENT may add CUSTOMER and EVENT and SHAREHOLDER reference to its web page, www.beautifulrunners.com
- 23. AGENT and its SHAREHOLDERs will keep forever private and confidential any and all personal data collected on CUSTOMER's behalf at EVENT.
- 24. AGENT's associate-in-chief will remit promptly to CUSTOMER any moneys collected on CUSTOMER's behalf at EVENT, and AGENT's associate-in-chief will provide a complete accounting to CUSTOMER, both within two days after EVENT.

## Beautiful Runners Associates, Inc., by \_\_\_\_\_\_\_ Jay Jacob Wind, president \_\_\_\_\_\_ Date By SHAREHOLDER \_\_\_\_\_\_ NAME

**EXECUTED**