

# Javita Car Bonus

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## *Program Guidelines*

### **Program Overview**

The Javita Car Bonus Program is an incentive reward available to Members who become a STAR. There are two types of STARS—each with different access to the Car Bonus Program. STAR Elite Members can participate once they achieve and maintain Supervisor II or higher and STAR Members who can participate once they achieve and maintain Manager I or higher in the Javita Compensation Plan. This bonus program rewards eligible Members for their continued efforts and is a great marketing tool to help build their Javita business.

Javita Members who qualify for the Car Bonus Program can decide to acquire a General Motors, Ford or Chrysler vehicle. They must properly communicate their vehicle acquisition to Javita and adhere to all Car Bonus Program Guidelines. Members will then receive a monthly bonus payout based on their qualifying rank as outlined in the Program Guidelines.

These Program Guidelines include the eligibility and participation requirements for the Car Bonus Program and supplement Javita's Compensation Plan and Policies & Procedures.

### **Eligibility Requirements**

In order to become eligible for the Javita Car Bonus Program, you must meet the following requirements:

- You must be an active Member in good standing with Javita
- You must be a STAR Elite or STAR (see STAR Program Requirements)
- STAR Elites must achieve and maintain Supervisor II or higher
- STARs must achieve and maintain Manager I or higher
- Members must attain a qualifying rank (Supervisor II or Manager I, or higher) and hold that rank for 30 days before the qualification begins

Meeting these requirements is the first step toward becoming eligible to receive a monthly Car Bonus.

### **Your Welcome Packet**

When you become eligible for the Javita Car Bonus, you will receive an official Welcome Packet via e-mail and, if necessary, via mail from Javita.

Your Welcome Packet includes the following:

- Official Welcome Letter—this letter is your official welcome to the Javita Car Bonus Program. You are not authorized to begin the program until you have received this letter, reviewed the Program Guidelines and returned to Javita a signed copy of the *Agreement*, *Agreement Checklist* and *Third-Party Acknowledgement* (if appropriate) of the Program Guidelines.
- Program Guidelines—this is the document you are currently reading which outlines the full scope and terms of the Javita Car Bonus Program. You must carefully read and agree to the terms and conditions in this document before you are qualified to participate in the program.

### **Acquiring your Dream Car**

Qualified Members will work with the dealer or seller of their choice to find their desired vehicle. The Member will be responsible for negotiating the terms and entering into the lease or purchase agreement. As long as it is a qualified vehicle and all other terms and conditions are met, Members will be eligible to receive the monthly Car Bonus.

**“Qualified Cars” are defined as follows:**

- The car must be a 2008 or later
- The car must be manufactured by General Motors, Ford or Chrysler
- There are no other restrictions on color, model or features

### **Purchase / Lease**

- You have the option to purchase or lease
- There is no restriction on the length of your purchase or lease
- Purchase/leases will make you eligible for the full monthly bonus only for the length of your purchase/lease. If your purchase/lease agreement expires and you do not purchase/lease another car, you will not be eligible for the full monthly bonus

### **Branding**

You will be required to have some Javita brand elements on your vehicle. Once you submit your completed paperwork, Javita will send you your branding kit, complete with the following items:

- Javita branded license plate frames (2)
- Javita window decal
- License plate insert for front of car

### **Marketing & Testimonials**

Once you receive your new car, we ask that you provide the following, so that we can feature your “Dream Car Club” story:

- High-resolution, digital picture of you with your new car (license plate emblem visible preferred) sent to [dreamcar@javita.com](mailto:dreamcar@javita.com)
- Short testimonial on how it feels to be driving your new dream car (and having Javita pay for it)
- Member name, city and state
- Be sure to post your picture, story and/or video on Javita Coffee Company Facebook page to share with the Javita community

### **IMPORTANT PROGRAM ADVISORIES**

Please be aware of the following important points regarding your participation in the Javita Car Bonus program:

- Javita urges you not to enter into a lease or purchase agreement with which you are not fully comfortable financially. We want you and your family to be completely prepared for all the responsibilities associated with your new/leased car.

- The decision to purchase or lease a new or used vehicle is solely the responsibility of the Javita Member.
- The contract you execute for your vehicle is between you and the dealer or lessor. Javita will not be a party to or guarantee this agreement.
- Javita will not guarantee any purchase or lease payments, and cannot offer any advice to the Member’s ability to finance said vehicle.
- Javita’s obligation is to reward you monthly bonuses based on these Program Guidelines.

**Starting Your Car Bonus Payments**

Car Bonus Criteria

- The amount of your Javita Car Bonus depends on your rank as determined by the Javita Compensation Plan. Bonus amounts are as follows:

Rank	Car Bonus Amount
Supervisor II & III <b>(STAR Elite only!)</b>	\$300
Manager	\$400
Director	\$600
Partner	\$800
Chairman	\$1,000

- Initial qualification requires a Member to achieve an eligible rank, and then for that rank or higher to be held for 30 days prior to qualification.
- Members of Javita residing outside of North America can only participate in the Cash Bonus option.
- Bonus amounts are not fixed and can increase or decrease based on your qualifying Javita rank at the end of each month (as defined in the Javita Compensation Plan).
- Your first payment is contingent upon delivery of your car, faxing of your completed purchase/lease agreement and return of the fully executed *Program Agreement, Agreement Checklist, and Third-Party Acknowledgement* (if applicable).
- Please fax these documents to (561) 922-2197 or email at [dreamcar@javitamail.com](mailto:dreamcar@javitamail.com). Please call Javita Member Services 1.855.JAVITA.1 to confirm receipt of these documents.

Car Bonuses are paid with Javita’s monthly commission cycle. Subsequent monthly bonuses will be paid upon achieving the required minimum rank.

**Proof of Possession Requirements**

Once per year, on the anniversary of your first Javita Car Bonus, you will be required to provide Javita “Proof of Possession” of your Dream Car as outlined below:

Please email (via [dreamcar@javitamail.com](mailto:dreamcar@javitamail.com)) the following:

- Title or lease agreement on the Dream Car in your name
- Updated registration in your name
- Recent high-resolution digital picture of you with your Dream Car

## **Cash Bonus Option**

Because not everyone has the need, desire or means to acquire a new car right away, we offer a cash bonus option for qualifying Members.

- You do not need to sign the *Agreement* or *Agreement Checklist* to receive the cash option
- For each month you qualify at the minimum rank or above, you will receive the cash bonus option payment in the amount equal to 50% of the earned Car Bonus amount
- Cash Bonus options are paid as part of the monthly commissions cycle
- The initial 30-day hold volume period also applies to the cash option
- The Cash Bonus option applies to all Javita Members outside of North America

## **Transferring**

- Car Bonus payments may not be transferred; however payments will be made in accordance with these Program Guidelines in the event a family member or partner within the same household as the Car Bonus qualifier acquires the vehicle. In this case, the person acquiring the vehicle will also be required to agree to these Program Guidelines and submit a signed copy of the *Third-Party Acknowledgement*.
- Combining bonus payments toward a single vehicle is not permitted. Each qualified Member must acquire his/her own vehicle to receive the maximum Car Bonus.

## **Termination**

### **Termination of Car Bonus**

You will no longer be eligible to receive the full Car Bonus in the event of any of the following circumstances:

- You fail to meet minimum requirements as outline in the Program Guidelines
- You no longer own or lease the car which was acquired in accordance with the program
- You are no longer an active Member of Javita or you sell your Javita Membership
- You fail to provide annual Proof of Possession as outlined previously
- You are in violation of Javita's Member Policies & Procedures

### **Terminating the Monthly Cash Bonus Option**

You will no longer be eligible to receive the cash option in the event of the following circumstances:

- You fail to meet minimum requirements as outlined in the Program Guidelines.
- You are no longer an active Member of Javita or you sell your Javita Membership
- Violation of Javita's Policies & Procedures



# Javita Car Bonus Agreement

The undersigned Javita Independent Member (“Participant”) is eligible to participate in the Javita Car Bonus Program, described in the attached Program Guidelines (“Program Guidelines”). Participant acknowledges and agrees that he/she has received, reviewed and agrees to the terms and conditions of the Program Guidelines and by signing below, Participant further acknowledges and agrees as follows:

1. Participant’s purchase or lease of a vehicle (in accordance with the terms and conditions of the Program Guidelines) is a condition for Participant’s receipt of the full bonus payments described in the Program Guidelines. In the event Participant does not purchase or lease a vehicle in accordance with the terms and conditions of the Program Guidelines, Participant shall not be entitled to receive the full bonus payments described in the Program Guidelines. In addition, in the event that Participant does purchase or lease a vehicle, but Participant’s purchase or lease agreement terminates for any reason or Participant fails to comply with any other requirements described in the Program Guidelines, Participant’s right to receive such full bonus payments will automatically terminate.
2. Participant understands that Participant is not obligated to purchase or lease a vehicle. If Participant does purchase or lease a vehicle, Participant acknowledges that he/she will, at all times, be personally and solely responsible for the payment of all purchase or lease amounts and/or any other amounts relating to such purchase or lease of a vehicle. Participant further understands that Javita will not: (a) participate in any negotiations regarding participant’s purchase or lease of a vehicle; (b) sign (in any capacity whatsoever) the purchase or lease agreement, or any other documents, relating to Participant’s purchase or lease of a vehicle; or (c) be liable in any way whatsoever for any financial or other obligations relating to Participant’s purchase or lease of a vehicle. Javita’s only obligation with respect to Participant’s purchase or lease of a vehicle will be to pay Participant’s bonus directly to Participant in such amounts and for such periods of time as described in the Program Guidelines.
3. Participant has read and fully understands the meaning and consequences of the Program Guidelines and this Agreement and has consulted with Participant’s legal and tax advisors regarding any questions Participant has with respect to the Program Guidelines, this Agreement and/or the economic, legal and tax consequences of the foregoing.

Name: \_\_\_\_\_ Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Javita ID: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Sign and send this Agreement to Javita International Ltd at (561) 922-2197 (fax) or [dreamcar@javitamail.com](mailto:dreamcar@javitamail.com)



# Javita Car Bonus

## *Third-Party Acknowledgement*

The undersigned is a family member or partner (“Partner”) of the Javita Independent Member (“Participant”) and is a member of Participant’s household. Partner has agreed to acquire in his/her own name a qualifying vehicle or has agreed to guarantee payments on behalf of above signed Participant who has acquired a qualifying vehicle and by signing below acknowledges and agrees as follows:

1. I am a family member or partner of the Javita Independent Member and together with Participant reside in the same household. I have reviewed and understand the Program Guidelines.
2. Although I have agreed to acquire in my name or guarantee the contract of an approved vehicle on behalf of Participant, I understand that I am not entitled to receive any Bonus payments from Javita International Ltd. and by acquiring an approved vehicle or guaranteeing payments for an approved vehicle, I am solely responsible for all terms and conditions of the contract between myself and financing business or lessor.
3. I understand that should Participant cease using the acquired vehicle for any reason whatsoever that said Participant’s Car Bonus payments from Javita International Ltd. will immediately cease and will not resume under any circumstances.
4. I understand that Javita does not guarantee the Car Bonus payments for any length of time as they are directly linked to the Participant’s ongoing qualification in the Car Bonus Program

Name: \_\_\_\_\_ Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Javita ID: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Javita Car Bonus

## Agreement & Acknowledgement

I have read the Javita Car Bonus Program Guidelines, and I acknowledge and agree that the rules, requirements and responsibilities specified in the materials apply to me.

I specifically acknowledge and agree (as indicated by a check mark and my signature below) to the following:

- To earn the Javita Car Bonus I must achieve and maintain the qualifications needed to earn a \$300, \$400, \$600, \$800 or \$1,000 Dream Car Bonus. I understand that I will not be eligible for the bonus in any month that I do not satisfy the requirements needed to receive one of the Car Bonuses.
- To be eligible for the Javita Car Bonus, I must purchase or lease a new or used American-made (i.e., General Motors, Ford or Chrysler) vehicle.
- I may not assign or transfer my Javita Car Bonus to any third party. This includes, but is not limited to, transferring or assigning my Javita Car Bonus to any auto dealer, financing business or lessor.
- I may not combine my Javita Car Bonus with that of another Javita Member's Car Bonus toward the purchase or lease of a single vehicle.
- As a qualified Javita Car Bonus Member, I may purchase or lease my own eligible vehicle in any color and with any features I so choose.
- My qualified vehicle must be titled in my name to receive the Javita Car Bonus.
- I must remain an active Javita Member in good standing with the Company.
- I will remain eligible for the Javita Car Bonus so long as I meet the terms of this Agreement and own or lease the eligible vehicle that I acquired under the Javita Car Bonus.
- The contract for my new vehicle is between me and the car dealership and/or the lender or leasing company. Javita is not a co-signer, guarantor or a party in any way to these contracts and will not make any car, loan or lease payments on my behalf.
- It is my responsibility to pay the auto dealer/lender or leasing company according to the terms of the contracts I execute.
- I understand that if in any month I do not qualify for the Javita Car Bonus, I am nevertheless responsible for making the car payment.
- I am responsible for all taxes, insurance, maintenance and repairs on the automobile I acquire through the Javita Car Bonus
- I am solely responsible for all liabilities related to the purchase and/or operation of the automobile I acquire through the Javita Car Bonus. I agree to indemnify Javita International Ltd. against any and all legal actions against Javita arising from or relating to my purchase, ownership, lease agreement and/or operation of my vehicle.

This Agreement is governed by the law of the State of Florida. Any dispute arising from or relating to this Agreement shall be fully and finally resolved through binding arbitration that shall take place in Boca Raton, FL.

Printed Name: \_\_\_\_\_ Member #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Sign and send this Agreement & Acknowledgement to Javita International Ltd at (561) 922-2197 (fax) or [dreamcar@javitamail.com](mailto:dreamcar@javitamail.com).