

# CAN A QUARTER CHANGE THE WAY THE WORLD LOOKS AT INDOOR TANNING?



CAN IT PAY FOR A CAREFULLY TARGETED MEDIA  
CAMPAIGN MANAGED BY A HIGH-PROFILE  
PR AGENCY?

CAN IT HELP EDUCATE POLITICIANS SO THEY'LL  
WORK WITH OUR INDUSTRY TO HELP TANNING  
SALONS INSTEAD OF HURTING THEM?

CAN IT PAY FOR HIGHLY CREDIBLE SCIENTISTS  
TO CONDUCT RESEARCH THAT SHOWS THE  
TRUTH ABOUT MODERATE UV EXPOSURE?

FIND OUT HOW YOU CAN MAKE A DIFFERENCE IN  
YOUR SALON'S FUTURE ONE QUARTER AT A TIME

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[AMERICANSUNTANNING.ORG](http://AMERICANSUNTANNING.ORG)



AND  
CLICK  
ON





**PARTICIPATION AGREEMENT**

This Agreement ("this Agreement") is dated \_\_\_\_\_ and is between the American Suntanning Association ("ASA") and \_\_\_\_\_ ("Salon Owner").

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Salon Owner agrees to pay to the ASA \$0.25 per bottle of tanning lotion purchased by Salon Owner. Salon Owner agrees to pay such amount by instructing all of Salon Owner's suppliers of tanning lotion to include the \$0.25 per bottle fee on all invoices for tanning lotion sold to Salon Owner by such suppliers on the understanding that each of Salon Owner's lotion suppliers has agreed with the ASA to collect the \$0.25 per bottle from Salon Owner, to keep an accurate account of all bottles of tanning lotions sold to Salon Owner and to promptly remit the \$0.25 per bottle amounts to the ASA.

2. Salon Owner's present supplier(s) of tanning lotion are listed below:

\_\_\_\_\_

Salon Owner agrees to keep such list current by promptly notifying the ASA of any changes in Salon Owner's lotion suppliers

3. This program will commence on \_\_\_\_\_ and will apply to all lotions purchased by Salon Owner during the term of this Agreement. For purposes of this Agreement, all tanning lotions purchased by Salon Owner in any calendar month will be deemed to have been purchased by Salon Owner in such month.

4. This Agreement shall be in effect starting at the Agreement date. If the Salon Owner wishes to terminate this agreement, they must do so in writing with at least a 30 day notice.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first mentioned above.

AMERICAN SUNTANNING ASSOCIATION

\_\_\_\_\_  
Name of Salon Owner

By: \_\_\_\_\_

By: \_\_\_\_\_

*ASA is a Section 501(c)(6) nonprofit organization. As such, contributions of gifts to this organization are not deductible as charitable contributions for Federal income tax purposes. However, payments of membership dues are deductible for most members of a trade association under Section 162 of the Internal Revenue Code as ordinary and necessary business expenses.*

*The Omnibus Budget Reconciliation Act of 1993 disallows tax deductions of the portion of dues which are used by organizations for legislative lobbying. ASA has determined that 100% of dues are not deductible as ordinary and necessary business expenses.*



**SUPPORT AGREEMENT**

This Agreement ("Agreement") is dated \_\_\_\_\_ and is between the American Suntanning Association ("ASA") and \_\_\_\_\_ ("Supplier"). Whose address is \_\_\_\_\_.

To fund the ASA's efforts, the ASA is initiating a \$0.25 per bottle dues fee on tanning lotions sold by salon owner Members (hereafter "Members") of the ASA. Supplier has agreed to serve, solely as the agent for ASA, in collecting these dues by including the \$0.25 per bottle dues fee on all invoices for tanning lotion sold directly to Members and transmitting the \$0.25 dues fees collected from the Members to the ASA, all without cost to the ASA.

NOW, the parties hereby agree to the following:

1. Supplier agrees to support the ASA by performing the above-described collection duties at Supplier's expense. All of the above-described membership dues collected from Members will be remitted to the ASA at such times, not less frequently than once per month, as shall be agreed upon from time to time by Supplier and the ASA.

2. Supplier will report on the collections in a form agreed upon by Supplier and the ASA. Supplier further agrees to keep accurate books of account of all collections and remittances of the above-described membership dues, and to allow independent auditors appointed by the ASA with the approval of Supplier access to Suppliers books of account so as to be able to verify the accuracy of Supplier's reports. Notwithstanding any of the above provisions of this Paragraph 3, Supplier shall not report any confidential competitive information to the ASA. The disclosure of any such confidential competitive information to the independent auditors shall be conditioned on written agreement by the auditors not to disclose the information to ASA or otherwise.

3. This Agreement shall be in effect for a period of one year from the date of this Agreement, provided, however, that this Agreement shall automatically be renewed for periods of one year unless either party hereto shall elect to terminate this Agreement at the end of any such year by giving written notice to such effect to the other party more than 60 days prior to the end of such year.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first mentioned above.

AMERICAN SUNTANNING ASSOCIATION \_\_\_\_\_ (Supplier)

By: \_\_\_\_\_ By: \_\_\_\_\_

Primary contact for the supplier is: \_\_\_\_\_

Email for primary contact: \_\_\_\_\_ Phone: \_\_\_\_\_

*ASA is a Section 501(c)(6) nonprofit organization. As such, contributions of gifts to this organization are not deductible as charitable contributions for Federal income tax purposes. However, payments of membership dues are deductible for most members of a trade association under Section 162 of the Internal Revenue Code as ordinary and necessary business expenses..*

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