

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

Monster Offers

CIK: [1423746](#) | IRS No.: [261548306](#) | State of Incorporation: **NV** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: [000-53266](#) | Film No.: [12793210](#)
SIC: **7389** Business services, nec

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PO BOX 1092
BONSALL CA 92003

Business Address
PO BOX 1092
BONSALL CA 92003
760-208-4905

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): **April 26, 2012**

Monster Offers

(Exact name of registrant as specified in its charter)

Commission File Number: 6000-53266

Nevada
(State or other jurisdiction of
incorporation)

26-1548306
(IRS Employer
Identification No.)

PO Box 1092, Bonsall, CA
(Address of principal executive offices)

920039
(Zip Code)

(760) 208-4905
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

On April 26, 2012, Monster Offers (the “Company”) agreed to issue 2,400,000 shares of its unregistered common stock to Mr. Wayne Irving, 248 West Avenida Palizada, Unit #9, San Clemente, CA 92673; and 300,000 unregistered restricted common shares to Mr. Jeff Keller in exchange paying-off \$94,621 in outstanding company debt. The source of the funds to pay off this debt came from personal funds held for investment purposes.

The shares will be issued pursuant to the exemption from registration provided by Section 4(2) of the Securities Act. We believed that Section 4(2) was available because the offer and sale did not involve a public offering and there was not general solicitation or general advertising involved in the offer or sale.

Messrs. Irving and Keller are financially sophisticated individuals. Before they received these unregistered securities, they were known to us and our management, through pre-existing business relationships, as a long standing business associate. We did not engage in any form of general solicitation or general advertising in connection with this transactions. Messrs. Irving and Keller were provided access to all material information, which they requested and all information necessary to verify such information and was afforded access to our management in connection with this transaction. Messrs. Irving and Keller acquired these securities for investment and not with a view toward distribution, acknowledging such intent to us. They understood the ramifications of their actions. The shares of common stock issued contained a legend restricting transferability absent registration or applicable exemption.

On April 20, 2012, the Company issued 5,000 unregistered restricted shares of its common stock to Jeffrey Weiss, an individual, in exchange for consulting services to be rendered to the Company. The shares will be issued pursuant to the exemption from registration provided by Section 4(2) of the Securities Act. We believed that Section 4(2) was available because the offer and sale did not involve a public offering and there was not general solicitation or general advertising involved in the offer or sale. Mr. Weiss was provided access to all material information, which he requested and all information necessary to verify such information and was afforded access to our management in connection with this transaction. Mr. Weiss was known to us and our management, through pre-existing business relationships, as a long standing business associate. Mr. Weiss acquired these securities for investment and not with a view toward distribution, acknowledging such intent to us. He understood the ramifications of his actions. The shares of common stock issued will contain a legend restricting transferability absent registration or applicable exemption.

ITEM 5.01. CHANGES IN CONTROL OF REGISTRANT.

Monster Offers on April 26, 2012, underwent a change of control of ownership. When Mr. Wayne Irving acquired 2,400,000 unregistered restricted shares, he acquired 81.8% ownership in the issued and outstanding shares of the Company. When Jeff Keller; acquired 300,000 unregistered restricted shares, he acquired 10.2% ownership in the issued and outstanding shares of the Company.

The Company has 2,915,540 common shares issued and outstanding. The new ownership of 2,700,000 unregistered restricted shares represents approximately 92% ownership in the Company.

With the change of ownership control, Mr. Paul Gain has agreed to maintain his positions as sole officer and director of the Company.

SECURITY OWNERSHIP OF BENEFICIAL OWNERSHIP AND MANAGEMENT

The following table presents information, to the best of our knowledge, about the ownership of our common stock on April 26, 2012 relating to those persons known to beneficially own more than 5% of our capital stock and by our named executive officer and sole director.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and does not necessarily indicate beneficial ownership for any other purpose. Under these rules, beneficial ownership includes those shares of common stock over which the stockholder has sole or shared voting or investment power. It also includes shares of common stock that the stockholder has a right to acquire within 60-days after April 26, 2012 pursuant to options, warrants, conversion privileges or other right. The percentage ownership of the outstanding common stock, however, is based on the assumption, expressly required by the rules of the Securities and Exchange Commission, that only the person or entity whose ownership is being reported has converted options or warrants into shares of Monster Offers common stock.

Name and Address of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Outstanding Shares of Common Stock (1)
Paul Gain (2)	49,000	1.7%
Wayne Irving (3)	2,400,000	81.8%
Jeff Keller(4)	300,000	10.2%
All Directors and Officers as a Group	49,000	1.7%

1) Percent of Class based on 2,931,757 shares.

2) Paul Gain, President & Chairman of Monster Offers, P.O. Box 1092, Bonsall, CA 92003.

3) Wayne Irving, shareholder, 248 West Avenida Palizada, Unit #9, San Clemente, CA 92673.

4) Jeff Keller, shareholder, 731 South Hwy 101 Suite 10, Solana Beach, CA 92075

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits:

Exhibit	Exhibit Description	Filed herewith	Form	<u>Incorporated by reference</u>		
				Period Ending	Exhibit	Filing Date
10.13	Consulting Agreement with Jeffrey Weiss, dated April 9, 2012	X				

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Monster Offers
Registrant

Date: April 27, 2012

By: /s/ Paul Gain
Paul Gain
Chairman & President

Exhibit 10.13 Consulting Agreement

Consulting Agreement

A G R E E M E N T made this 9th day of April, 2012, by and between Jeffrey Weiss, whose address is 541 E. Robin Lane, Yuma, AZ 85365, hereinafter referred to as the "Consultant", and Monster Offers, whose principal place of business is located at P.O. Box 1092, Bonsall, CA 92003, hereinafter referred to as "Company".

W I T N E S E T H:

WHEREAS, the Company desires to engage the services of the Consultant to perform for the Company consulting services as an independent contractor and not as an employee; and WHEREAS, Consultant desires to consult with the Board of Directors, the officers of the Company, and the administrative staff, and to undertake for the Company consultation as to the direction of certain functions in said management of;

NOW, THEREFORE, it is agreed as follows:

1. Term. The respective duties and obligations of the contracting parties shall be for a period of two (2) months commencing on the 9th day of April, 2012, and may be terminated by the Company by giving ten (10) days' written notice to Consultant at the addresses stated above or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.
2. Consultations. Consultant shall be available to consult with the Board of Directors, the officers of the Company, and the heads of the administrative staff, at reasonable times. In general, the technical development areas of concern in the business affairs of the Company. Consultant agrees to provide Monster Offers on a best efforts basis, such services to Monster Offers as to assist Monster Offers in development of new website and mobile assets in conjunction with the Company's business strategy. Without limiting the generality of the foregoing, the Consultant will also assist Monster Offers in developing, studying and evaluating new customer opportunities, strategic relationships, prepare reports and analyses thereon when advisable, and assist in matters of corporate activities pertaining thereof. Consultant shall not represent the Company, its Board of Directors, its officers or any other members of the Company in any transactions or communications nor shall Consultant make claim to do so.
3. Liability. With regard to the services to be performed by the Consultant pursuant to the terms of this agreement, the Consultant shall not be liable to the Company, or to anyone who may claim any right due to any relationship with the Corporation, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence. The Company shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the Company pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or

gross negligence of the Consultant and the Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

4. Compensation. The Consultant shall receive from the Company for the performance of the services rendered to the Company pursuant to the terms of the agreement five thousand (5,000) MONT restricted shares due upon the execution of the Agreement; for two (2) months of services. These terms are more thoroughly referenced in Schedule A-1, attached herein to this document.

6. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in County of San Diego, State of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

JEFFREY WEISS - CONSULTANT

By: /s/ Jeffrey Weiss Date: 4-20-12
Jeffrey Weiss

MONSTER OFFERS

By: /s/ Paul Gain Date: 4-20-12
Paul Gain
CEO

SCHEDULE A-1

For the services to be rendered and performed by Jeffrey Weiss, Consultant, during the term of this Agreement, the Company shall, upon acceptance of this Agreement, pay to Consultant:

Five Thousand (5,000) MONT restricted shares due upon the execution of the Agreement, for two (2) months of services.

JEFFREY WEISS - CONSULTANT

By: /s/ Jeffrey Weiss Date: 4-20-12
Jeffrey Weiss

MONSTER OFFERS

By: /s/ Paul Gain Date: 4/20/12
Paul Gain
CEO