



Bounce Back Marketing Independent Sales Representative Agreement

This agreement, entered into as of _____, by and between Bounce Back Marketing organized and existing under the laws of the State of Tennessee (hereinafter referred to as Company), and _____, (hereinafter referred to as Affiliate).

1) **Definitions.**

As used herein, the following terms shall have the meanings set forth below:

- a) "Products" shall mean any of the Company's products to be sold by Affiliate and specifically, any and all advertising products, concepts, or marketing tools.
- b) "Territory" shall mean the following described geographic area and/or particular accounts:
The State you currently live in _____ .

2) **General Duties.**

- a) Affiliate shall use its best efforts to sell advertising representing Bounce Back Marketing including but not limited to canvassing potential purchasers of advertising and completing necessary procedures to process the ad sale in consideration for receiving their commissions.
- b) Affiliate agrees to All ads sold by the contactor will be conditional until acceptance has been made by the home office. If Bounce Back Marketing determines any ads are inappropriate in nature or might injure any relationships with them, they have the right to reject said contracts.

3) **Commissions.**

- a) Affiliates commission base is 20% of total sales. The sales week shall run from Sunday to Saturday.
- b) Ads sold at less than rate card prices will not be accepted without Home Office approval.
- c) Affiliate will be paid on all parts of the sale from design fees to monthly recurring charges.
- d) Commissions are paid on the basis of ad payment being received by the company for each sale. Any payment prior to this is considered an advance. Bounce Back Marketing may charge back any advanced commissions to any Affiliate at any time an account is considered delinquent.

4) **Term and Termination.**

- a) **Term.** This Agreement shall commence on _____ (today's date) and continue unless terminated as provided herein.
- b) **Termination for Cause.** If either party defaults in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party and if the default is not cured within five (5) days following such notice, the Agreement will be terminated.
- c) **Termination for Insolvency.** This Agreement shall terminate, without notice, (i) upon the institution by or against Affiliate of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Affiliate's debts, (ii) upon Affiliate's making an assignment for the benefit of creditors, or (iii) upon initiation of dissolution proceedings of the Affiliate.
- d) **Additional Commissions.** In addition to any commissions already earned by Affiliate but not yet paid by Company under the terms herein, Company shall pay commissions to Affiliate on all regularly commissionable ads that have been either distributed or have a start date prior to the date of termination. Affiliate will not have any responsibility for completing work on ads which



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start after the agreement has been terminated. The payment of such Additional Commissions shall only be applicable, however, if Affiliate has complied in a timely manner with the provisions of subsection E. below. The schedule and basis for Additional Commissions shall be as set forth in Section 8 above. No Additional Commissions shall be earned by Affiliate or paid by Company until payment for the order on which the Additional Commission is based is received by Company. Additional Commissions shall be earned pro rata on partial payments received on order solicited by Affiliate.

- e) **Return of Materials.** All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of Company. Within ten (10) days after the termination of this Agreement, Affiliate shall return all such items to company at Affiliate's expense. Affiliate shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Affiliate shall cease to use all trademarks, marks and trade name of Company
- 5) **Insurance** Affiliate shall, at his/her own expense, maintain during the term of this agreement, a policy of general liability, medical payment and property damage insurance on his automobile used in any activity pursuant to this agreement. Affiliate will be solely liable for all activities in marketing the ad spaces for Bounce Back Marketing. Bounce Back Marketing at no time will be liable for any actions of the Affiliate during this agreement.
- 6) **Conflict of Interest.** Affiliate warrants to Company that it does not currently represent or promote any lines or products that compete with the Products. During the term of this Agreement, Affiliate shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in Company's judgment, compete with the Products covered by this Agreement. Affiliate shall provide Company with a list of the companies and products that it currently represents and shall notify Company in writing of any new companies and products at such time as its promotion of those new companies and products commence.
- 7) **Confidentiality.** During the term of this agreement, Affiliate will be dealing with confidential information that is Bounce Back Marketing's property and used in the course of business. Affiliate shall not divulge any confidential information, or use such information for its own benefit, except with written consent. Confidential information shall include: all leads, names, kits, files, data, records, and artwork relating to or in any way connected with Bounce Back Marketing.
- 8) **Non-Competition.** For good consideration and as an inducement for Bounce Back Marketing to employ the affiliate, the Affiliate hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of employment and for a period of one (1) year following termination of employment and notwithstanding the cause or reason for termination.



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The term "not compete" as used herein shall mean that the Affiliate shall not own, manage, operate, consult or to be an Affiliate in a business substantially similar to or competitive with the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

The Affiliate acknowledges that the Company shall or may in reliance of this agreement provide Affiliate access to trade secrets, customers and other confidential data and good will. Affiliate agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

Affiliate shall not, either directly or indirectly, disclose any of the categories of information to any person or firm that may potentially divert business of future business away from Bounce Back Marketing during this agreement and for one year after its termination.

9) **Independent Affiliate.**

Affiliate is an independent Affiliate, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise, or (iii) allow Affiliate to create or assume any obligation on behalf of Company for any purpose whatsoever. Affiliate is not an employee of Company and is not entitled to any employee benefits. Affiliate shall be responsible for paying all income taxes and other taxes charged to Affiliate on amounts earned hereunder. All financial and other obligations associated with Affiliate's business are the sole responsibility of Affiliate.

10) **Credit Policy.**

Any account which is over ninety five (95) days past due will be considered a delinquency account and all commission will be forfeited and returned.

11) **Indemnification**

Affiliate shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of Affiliate, its employees or its agents

12) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

Affiliate's Signature: _____ Date: _____

Affiliates FEIN/SSN: _____



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This is to acknowledge that the undersigned agrees and understand all sections of this contract.

_____ **Date** _____
Affiliate

Acceptance by Bounce Back Marketing: _____

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.