

# Commission Sales Agreement

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This Commission Sales Agreement "Agreement" is made this \_\_\_\_\_, 2011.

**BETWEEN** \_\_\_\_\_ (The "Agent"), with main address at \_\_\_\_\_, and email address of \_\_\_\_\_

**AND** Grime Busters, ("The Principle"), a general partnership, main address of PO BOX 1591, Gaylord, MI.

WHEREAS, the Principle wishes to market the NOK OUT product line as described at [www.nokout.us](http://www.nokout.us)

WHEREAS, the Agent wishes to sell the Products on behalf of the Principle in return for a commission.

It is agreed as follows:

## 1. SELLING RIGHTS

- a. The Principle grants the Agent exclusive selling rights on behalf of the Principle within any territory – no restrictions – for a period of one year, commencing on the above contract date. This contract shall automatically renew each year on its anniversary date, unless otherwise noted.
- b. The Agent shall use his best efforts to sell the Products for the duration of the Selling Rights.
- c. The Agent shall clearly identify himself as a duly authorized sales agent of the Principle in the course of his efforts to sell the Product on behalf of the Principle and may not sell the products in his own name.

## 2. PRODUCT PRICES

The Principle shall set the selling prices of the Products and the Agent may only sell the Products at the selling prices fixed by the Principle. See Product Brochure or website at: [www.nokout.us](http://www.nokout.us) for Product prices.

## 3. ORDERS

- a. The Agent shall obtain either: written orders with payment from buyers/supporters, and remit to Principle; **OR** direct buyers/supporters to Principles website at: [www.nokout.us](http://www.nokout.us) for online ordering and processing.
- b. The Agent is not required to handle any Product or delivery of it, although circumstances may warrant the Agent to complete some Product fulfillment orders.
- c. The Principle shall use its best efforts to fill orders duly remitted by the Agent in accordance with this agreement as expeditiously as possible.

**4. COMMISSION**

a. The Principle shall pay the Agent a Commission based on the following cumulative rate:

RETAIL SALES	COMMISSION %
\$0-999	30%
\$1,000 – 1,999	31%
\$2,000 - 2,999	32%
\$3,000 – 3,999	33%
\$4,000 – 4,999	34%
\$5,000 & over	35%

Of the selling price, exclusive of any sales taxes, of each order, or part of each order of Products duly by the Agent in accordance with this Agreement which is paid for in full, inclusive of any sales taxes, and which is not subsequently returned for a refund.

- b. The Principle may accept refunds at its sole discretion.
- c. The Agent is not entitled for any compensation for services performed or expenses incurred in connection with this agreement other than is set out in this agreement.
- d. The Agent understands and agrees that his Monthly Sales Commission payment will be remitted to **(name of school/college)**, on Agents’ behalf as a tuition installment on or before the 10<sup>th</sup> of the month following.
- e. The Agent understands that he will receive a monthly statement showing his sales and corresponding commissions paid on Agents behalf to **(name of school/college)**.
- f. The Agent understands and agrees that the Principle will begin to issue Monthly Sales Commission checks payable to the Agent in lieu of **(name of school/college)**, upon completion of Agent’s tuition requirements.

**5. TRAINING**

At the request of the Agent, the Principle shall train the Agent in the proper use of the Products.

**6. ADVERTISING AND INFORMATION MATERIALS**

For the duration of the Selling Rights, the Principle shall furnish the Agent, at the Principles cost, with reasonable quantities of advertising and user informational materials, including demonstration Products, to aid the Agent in selling the Products.

**7. PRODUCT IMAGE**

The Agent shall not do or permit anything to be done to prejudice the market image of the Products or the Principle.

**8. RESTRAINT OF COMPLETION**

The Agent shall not sell, or in any way assist anyone else to sell, any products that compete with the Products of the Principle within the territory for the duration of the Selling Rights and for the calendar year immediately following termination of the Selling Rights.

**9. CONFIDENTIALITY**

The Agent shall keep the Principles secrets, including, but not limited to customer, supplier, logistical, financial, research, and development information, confidential, and shall not disclose them to any third party during and after termination of the Selling Rights.

**10. SUMMARY TERMINATION OF SELLING RIGHTS**

If the Agent breaks any terms of this Selling Agreement, the Principle may summarily terminate the Selling Rights on notice to the Agent in writing.

**11. TERMINATION OF CONSEQUENCES**

On termination of the Selling Rights for any reason, the Agent shall immediately cease to describe himself as an authorized sales agent of the Principle and immediately cease selling the Products.

**12. ASSIGNMENT**

The Agent shall not assign the benefit of this agreement or subcontract his obligations under this agreement without the consent in writing of the Principle, which consent may be withheld without good reason.

**13. FIDUCIARY RELATIONSHIP**

The Agent accepts and acknowledges that the terms of this agreement are in addition to and do not detract from the ordinary fiduciary duties owed by the Agent to the Principle.

**14. MISCELLANEOUS**

- a. In this agreement the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.
- b. The capitalized headings of this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.
- c. If provision or any part of provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.
- d. Time is of the essence of this agreement.
- e. There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.
- f. Nothing in this agreement is intended to constitute a partnership or master and servant relationship between the parties.

- g. This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns.
- h. The laws of the State of Michigan govern this agreement.

The parties hereby execute this Agreement as of \_\_\_\_\_, 2011.

PRINCIPLE

AGENT

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Authorized Signature

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\_\_\_\_\_

Print Name and Title

Print Name and Title