

Cello In a Box® Co.



Fax application to: 760-513-9168

• e-mail d.loudon@verizon.net • web-<http://www.celloinabox.com/1189/>

Representative Application and Agreement

Name:

Date of Agreement:

Address: _____ City _____ State _____ Zip _____
Phone Number: _____ Social Security Number _____
Birthday Month and day only: _____
Email: _____

This agreement is made and executed between Marketing Representative (hereinafter "Rep") and Cello In a Box® Co., a Montana Corporation.

1. **Background/Intent.** Cello In a Box® Co. manufactures and has exclusive marketing and intellectual property right to the Cello In a Box® and has current contracts with certain catalog industry companies. The primary focus of the Rep should be on maintaining the status of customer accounts while promoting Cello In a Box® Co. products with the utmost integrity.
2. **Marketing Representative/Independent Contractor.** Cello In a Box® Co. appoints Rep as an authorized non-exclusive independent representative to sell and promote:

Cello In a Box® - Available Versions and Cellophane and gift items

Rep shall devote such time, energy and skill on a regular and consistent basis as is necessary to sell and promote Cello In a Box® Co. products. Nothing in this agreement shall create a partnership, joint venture, agency, employer/employee or similar relationship. Rep shall be an independent contractor. Rep shall be free to utilize his/her time, energy and skill in such a manner as he/she shall deem advisable to perform the duties and obligations under this agreement. Rep shall not sell or promote similar services or products during the term of this agreement.

- A. Rep shall maintain a professional demeanor at all times when dealing with Cello In a Box® Co. clients.
 - B. All special-event scheduling of Cello In a Box® Co. must be done with prior Cello In a Box® Co. approval.
 - C. Cello In a Box® Co. shall provide Rep with a 1099 form reflecting all commission paid annually if a commission reaches \$600.00.
3. **Remuneration.** Rep shall be entitled to a twenty (20%) earnings of retail price of all sales.
 - A. All commissions paid shall exclude charges for freight, supplies, and other charges incidental to the sales of Cello In a Box® Co. products.
 - B. Payment for the same shall be made by Cello In a Box® Co. the fifth of the month, following the month of business transacted from any customer on payment for the underlying invoice. Representatives may deduct their commissions at the time of remittance of a party or sale if they choose.
 - C. Any earnings previously paid to Rep for product shipped, but subsequently returned, or for product which becomes uncollectible, will be deducted from Rep's commission unless the merchandise was faulty.
 - D. Cello In a Box® Co. shall not be liable for any commissions on accounts to whom shipment is refused or any orders that they were unable to meet delivery dates on which resulted in a cancellation of the order.

4. **Expenses/Costs.** Rep shall bear any and all costs or expenses incurred by Rep to perform the duties and obligations hereunder, including, but not limited to vehicle, travel expenses, insurance and office expenses
5. **Products/Prices/Samples.** Cello In a Box® Co. shall supply program information, advertising and promotional materials when applicable. The same shall remain the property of Cello In a Box® Co. and said company shall determine all prices and terms of sale for its products. Rep shall notify us in writing if they choose to cancel their rep agreement. Email is acceptable for written notification. Rep shall present the Cello In a Box® Co. Retail Program policies to all new and existing accounts and agrees to sell Cello In a Box® Co. products consistent with the terms and provisions outlined in the same. Cello In a Box® Co. shall promptly notify Rep of any modifications to any policies or pricing.
6. **Confidentiality/Trade Secrets.** Rep shall not disclose any of the secrets, methods or systems used by Cello In a Box® Co. in its business. All customer and client lists, brochures, reports, marketing materials and other such information of any nature shall be held in strict confidence. This provision shall survive the termination of this Agreement and the same shall continue beyond the term of the Agreement.
7. **Termination.** Either party may terminate this Agreement without cause, upon 30 (Thirty) days written notice to the other party sent by registered letter. In the event of a termination of this Agreement, it is understood that Representative will not maintain any equity in, nor receive any commissions from, sales or shipments to Representative's accounts beyond the effective date of termination. Upon Termination of this Agreement, final settlement of Representative's commission account will be held in escrow for a period not exceeding 60 (Sixty) days beyond termination date to allow sufficient time for clearance of outstanding charges.
8. **Miscellaneous.** All amendments shall be in writing and signed by Cello In a Box® Co. and Rep. The construction, validity and performance of this Agreement shall be governed by the laws of the State of Montana. This Agreement constitutes the entire Agreement of the parties.

I have carefully read the policies and procedures in regards to becoming a Cello In a Box® Independent Representative. I understand that I have a right to terminate my agreement anytime by submitting so in writing and may cancel this transaction within three business days from the date of this transaction.

I UNDERSTAND THAT AS A Demonstrator, I am not an employee, franchise holder or legal representative of the Cello In a Box® Co. I understand that I am working as a self-employed, independent contractor. As an Independent Contractor, I am responsible for filing all necessary federal, state and local taxes as may be applicable to my commissions, bonuses, and prizes received from the Cello In a Box® Co. In particular, I will not be treated as an employee with respect to any services for federal and state purposes. Also, I am not covered by any State Unemployment or Worker's Compensation Act.

Representative

Signature

Print Name

Date

Cello In a Box® Co., a Montana Corporation

Lonna Weidemann, CEO

Date

Please return complete signed copies (all pages) to the fax above or by mail. Retain two copies for your records. Assigned Rep # _____ Referred by Rep # _____ or name _____

Revised 03-07