

Independent Sales Person Contract Agreement

THIS AGREEMENT, entered into this the _____ day of _____, 2009, by and between Eric M Lattin (Owner) of Upper Midwest Mailing Service Inc, city of Duluth, state of Minnesota, and _____ (Independent Sales Person), city of _____, state of _____.

For and in consideration of the mutual promises and benefits of all the parties involved, they do hereby agree to put there agreement in writing as the following:

- 1) The owner agrees to hire the independent sales contractor to perform the following:
 1. To recruit customers for Upper Midwest Mailing Service Inc.
 2. To sell Upper Midwest Mailing Service Inc. services & products to the general public & business for a sales commission on total net sales.
 3. To write proposals & sales contracts to customers and to follow through on the sales projects, up to the point of the final sales contract signing. All proposals & final sales contracts need to approve by the owner Eric M Lattin of Upper Midwest Mailing Service Inc.
 4. To protect all parties involved on the signing of the final sales contracts, both the independent sales person and the owner of Upper Midwest Mailing Service Inc. shall sign the sales contract along with the customer.

- 2) The owner agrees to pay the independent sales contractor the following:
 1. A sales commission on each final sales project that he or she makes for Upper Midwest Mailing Service Inc. Each final sales project shall be negotiated on the percent of the commission to the sales person.
 2. The percent of the sales commission to the sales person shall be no less then ten percent and no more then fifty percent on each sales project.
 3. Payment for each sales project that the sales person makes for Upper Midwest Mailing Service Inc. shall be paid when the customer pays Upper Midwest Mailing Service Inc. for the project.

- 3) The owner acknowledges that the contractor is free to set his or her own work schedule related to the work performed.

- 4) The independent sales person acknowledges that he or she is responsible to pay all personal income taxes on any income that is generated from the sales that Upper Midwest Mailing Service Inc. pays to the independent sales contractor.

- 5) The independent sales person acknowledges that this agreement does not constitute a full time or part time employment nor does he or she has any type

legal bearing on the company naming Upper Midwest Mailing Service Inc.

- 1) This contract does not hold the sales person or Upper Midwest Mailing Service Inc. to any length of time. At any time either party may terminate this contract and the working relationship between each other.
- 2) The sales person shall conduct them self in a professional manner to the general public or potential customers while under this contract. The sales person acknowledges that he or she represents the company naming Upper Midwest Mailing Service Inc and them self's.
- 6) The contractor agrees to indemnify and hold the owner or Upper Midwest Mailing Service Inc. harmless from any claim or liability arising from the work provided to or by the contractor.
- 7) Any changes or additions to this contract shall be in writing and signed by all parties involved. If the parties have agreed to any specification with regard to the job, they have attached said specification as an addendum to this agreement.
- 8) This contract shall be governed by the laws of the State of Minnesota.

Witness

Eric M. Lattin
Name of owner

Upper Midwest Mailing Service Inc.
Company

Signature of Owner

Witness

Name of Independent Sales Contractor

Signature of Contractor