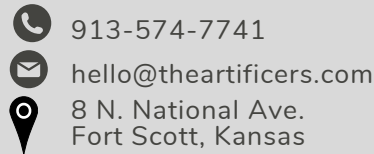


# Trent & Kate Freeman

THE ARTIFICERS  
T.E. FREEMAN STUDIO  
KATE FREEMAN STUDIO  
OWNERS/ARTISTS

## CONTACT



## Commission Sales Agreement

This Commission Sales Agreement ("Agreement") is made and effective the \_\_\_\_/\_\_\_\_/\_\_\_\_.

Between:

T. E. Freeman Studio LLC (the "Agent"), who's main address at: 8 N National Ave. Fort Scott, Kansas 66701

And:

\_\_\_\_\_ (artist) the ("Principal"), organized and existing under the laws of Kansas with a head office located at: (address) \_\_\_\_\_

Whereas the Principal wishes to market the product(s) described in Schedule A the ("Products");

Whereas Agent is prepared to sell the Product(s) on behalf of the Principal in return for a commission.

It is agreed as follows:

- **Selling Rights**

- The Principal grants the Agent an exclusive right to sell the Product(s) on behalf of the Principal
- within the territory described in Schedule B for a period of **THREE (3) MONTHS**
- commencing \_\_\_\_/\_\_\_\_/\_\_\_\_ the ("Selling Rights").
- The Agent may not sell or attempt to sell the Product(s) outside the territory described in Schedule B.
- The Agent shall use his best efforts to sell the Product(s) for the duration of the Selling Rights. At the request from time to time the Principal, the Agent shall furnish the Principal with a reasonably detailed written report on his efforts to sell the Product(s) in the period specified by the Principal.
- The Agent shall clearly identify himself as a duly authorized sales agent of the Principal in the course of his efforts to sell the Product(s) on behalf of the Principal and may not sell the Product(s) in his own name.

- **Product Prices**

- The Principal shall fix the selling price(s) of the Product(s) and the Agent may only sell the Product(s) at the selling price(s) fixed by the Principal.

- **Orders**

- The Agent shall obtain written orders for the Product(s) from buyers, signed by or on behalf of the buyers and remit the orders to the Principal.
- The Principal shall use its best efforts to fill orders duly remitted by the Agent in accordance with this agreement as expeditiously as possible.
- The buyer is responsible for all shipping costs on purchased product(s).

- Commission
  - The Agent shall pay the principal a **commission of 60% of the selling price**, exclusive of any sales taxes of each order or part of each order of Product(s) duly remitted 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.
  - The Principal may accept the return of Product(s) for a refund or partial refund in its sole discretion.
  - The Agent is not entitled to any compensation for services performed or expenses incurred in connection with this agreement other than as set out in this agreement.
  - The principal is responsible for their income taxes and will be provided a 1099 form by the agent on commissions exceeding \$600 in a year. All principals are required to have a W-9 on file with the agent.
- Classes
  - The Agent shall pay the Principal a **commission of 70% of the selling price of the class**, exclusive of any sales taxes of each order or part of each order of Product(s) duly remitted 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
  - Provision for all supplies for classes shall be met by the Principal.
- Advertising and Information Materials
  - For the Duration of the Selling Rights, the Principal shall furnish the Agent at the Principal's cost with reasonable quantities of advertising and user information materials, marketing materials (ie. business or rack cards) Product(s) to aid the Agent in selling the Product(s).
- Product Image
  - The Agent shall not do or permit anything to be done to prejudice the market image of the Product(s) of the Principal.
- Confidentiality
  - The Agent shall keep the Principal's business 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.
- Summary Termination of Selling Rights
  - If the Agent breaks any term of this agreement the Principal may summarily terminate the Selling Rights on notice in writing to the Agent.
- Termination 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 Principal and cease selling the Product(s).
- 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 Principal, which consent be withheld without good reason.
- 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 Principal.

- Insurance & Risk
  - The Principal hangs or places their art at their own risk.
  - The Principal is responsible for the insurance of their own work, Inland Marine Insurance is suggested.
  - The Principal is responsible for the hangers afixed to the artwork and will only be hung if a wire or d-ring is attached. The use of sawtooth hangers is prohibited.
  
- Indemnification and Hold Harmless. Principal agrees that it shall indemnify, defend and hold harmless Agent, its respective officials, directors, employees, members and agents (collectively, the “Indemnitees”), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney’s fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Agent in this Agreement, (ii) any failure by Agent to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Agent, any subcontractor of Agent, or any of their respective employees or indemnitees, (iv) any failure of Agent, its subcontractors, or indemnitees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Agent under this Agreement or Agent’s performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Services or any part thereof infringe any third party’s copyright, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Agent or the indemnitees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Agent under this Article shall survive the expiration or termination of this Agreement for two years.
  
- Miscellaneous
  - In this agreement the singular includes the plural and the masculine includes the feminine and neutral and vice versa unless the context otherwise requires.
  - The capitalized headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.
  - If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.
  - Time is of the essence of this agreement.
  - There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.
  - Nothing in this agreement is intended to constitute a partnership.
  - This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.
  - This agreement is governed by the laws of the State of Kansas.

The Parties each hereby execute this Agreement as of \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Principal Printed Signature

\_\_\_\_\_  
Agent Printed Signature