

**SALES MANAGEMENT, INC.**  
**INDEPENDENT CONTRACTOR'S AGREEMENT**

THIS AGREEMENT is made and entered into by and between SALES MANAGEMENT, INC. (Company), and the undersigned Merchandiser, referred to hereinafter as Merchandiser, Independent Contractor and/or IC.

**PLEASE PRINT LEGIBLY!!!!**

**ARE YOU FILING THIS INDEPENDENT CONTRACTOR AGREEMENT BECAUSE OF A NAME CHANGE???**

YES       NO

1. IDENTITY OF MERCHANDISER: The Merchandiser is identified as follows:

Name: \_\_\_\_\_

Address – US MAIL ONLY: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Address – PACKAGE DELIVERIES ONLY: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

HomePhone: \_\_\_\_\_ Cell. Phone \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Fax (if available): \_\_\_\_\_

e-mail Address: \_\_\_\_\_

Your first scheduled job is: \_\_\_\_\_

(Name of Project)

Entity: ( ) Sole Proprietorship  
( ) Partnership  
( ) Corporation  
( ) Limited Liability Company

Taxpayer Identification Number: \_\_\_\_\_

2. SERVICES: Merchandiser agrees to provide inventory management, merchandising, and retail services and servicing to those customers of Company as are designated in writing by Company to Merchandiser in the future. These services shall be rendered in accordance with the parameters of performance requested/established by the customers of Company and provided in advance by Company to Merchandiser. Merchandiser shall provide, schedule and manage such personnel as are necessary to complete each customer assignment, and shall schedule and produce such services and supplies as are necessary and are not supplied by customer of Company.
3. COMPENSATION: Company shall pay Merchandiser such amount as are negotiated between the Parties for specified activities for each customer.
4. EXPENSE REIMBURSEMENT: Company shall not reimburse Merchandiser for any expenses Paid Or incurred by Merchandiser except as may be specified in advance in writing.
5. TAXES AND OTHER OBLIGATIONS: Merchandiser acknowledges and agrees that Merchandiser is solely responsible for all actions and acts taken by Merchandiser under this agreement and further acknowledges that merchandiser is ultimately and finally responsible to report and pay all federal, state, and local income taxes and/or social security taxes and/or unemployment compensation taxes resulting from the activities of merchandiser and such personnel as are employed by merchandiser as employees and /or Independent Contractors. Merchandiser also assumes all responsibility and liability for Workers Compensation and/or Disability Insurance or payments and acknowledges that Company will not report or pay any such payments on Merchandiser's behalf.
6. FRINGE BENEFITS: Merchandiser acknowledges that Merchandiser is engaged in an Independent Business, is not an employee of Company or customers of Company, and is not eligible for or to participate in any health or fringe benefit plan of the Company.
7. TERM: The term of this agreement shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_ and shall continue until terminated as hereinafter provided. This agreement may be terminated by either party without fault or liability upon giving thirty (30) days written notice to the other party. In addition Company reserves the right to immediately terminate this agreement orally followed in writing to the Merchandiser if in the Judgement of Company Merchandiser materially violates this agreement, performs an illegal or criminal act or causes any personal injury or property damage to the person or property of a customer or a customer's customer.

8. **RELATIONSHIP OF THE PARTIES:** The parties acknowledge that Merchandiser is an **INDEPENDENT CONTRACTOR** in relationship to the Company.
9. **CONFIDENTIALITY:** Merchandiser agrees that Merchandiser and all employees, or agents of Merchandiser will retain all information obtained in Merchandiser's relationship with Company, under this or any other contract as strictly confidential and treat such information as a trade secret during the term of this contract and for a period of one (1) year after termination of any contract with Company. Furthermore, Merchandiser and its employees and agents shall return all such information and job related materials to Company upon the termination of this agreement under whatever procedure mentioned herein.
10. The Address and Phone number of the Merchandiser listed in paragraph 1 above shall be the Address and phone number for providing notice to the Merchandiser. The record address and phone number for the Company for purposes of all notices to be served hereunder upon Company shall be:

**SALES MANAGEMENT, INC.**

P. O. Box 17182  
Cleveland, Ohio 44117  
216-531-9562

11. It is understood by Merchandiser that merchandising projects can require specific physical and mental capabilities for completion. Please initial the appropriate line below (Yes/No) to indicate signed Merchandiser capabilities to facilitate appropriate designation of available merchandising assignments.

YES    NO    CAPABILITY

**Merchandiser signed below is able to:**

- |               |               |  |
|---------------|---------------|--|
| <u>      </u> | <u>      </u> | lift up to 55 lbs.   |
| <u>      </u> | <u>      </u> | bend   |
| <u>      </u> | <u>      </u> | supply and use small hand tools, i.e., screwdriver<br>hammer, box cutter, etc. |
| <u>      </u> | <u>      </u> | supply and use small power tools, i.e., electric drill,                        |
| <u>      </u> | <u>      </u> | climb ladder   |
| <u>      </u> | <u>      </u> | use store supplied pallet jack   |
| <u>      </u> | <u>      </u> | See, read and understand instruction paperwork                                 |
| <u>      </u> | <u>      </u> | Accurately complete paperwork  |
| <u>      </u> | <u>      </u> | Receive and respond to internet correspondence                                 |
| <u>      </u> | <u>      </u> | work with industry standard computer programs                                  |
| <u>      </u> | <u>      </u> | Professionally interact with store/location personnel                          |
| <u>      </u> | <u>      </u> | Plan-o-gram and Reset Experience?  |
| <u>      </u> | <u>      </u> | Install fixture capability?  |
| <u>      </u> | <u>      </u> | Mystery shopping experience?   |

**THIS AGREEMENT EXECUTED BY THE PARTIES ON THE DATES SET FORTH BELOW:**

MERCHANDISER:

SALES MANAGEMENT, INC.

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_