

## STANDARD INDEPENDENT CONTRACTOR SALES REPRESENTATIVE AGREEMENT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Daniel M. Robrish d/b/a The Elizabethtown Advocate, hereinafter called the Publisher, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Salesperson.

### WITNESSETH:

1. The Publisher engages the Salesperson, and the Salesperson agrees to act as Salesperson for the Publisher, for a period of one (1) year from the date hereof, and this agreement shall be automatically renewed from year to year with the same terms and provisions, unless this agreement shall be terminated sooner in the manner hereinafter provided.
2. (a) The Publisher agrees to pay the Salesperson as compensation for his or her services a commission of fifteen percent (15%) on the net amount of sales made. For sales to customers who have not purchased from the Publisher in the past one hundred eighty (180) days, the Publisher agrees to pay the Salesperson a commission of twenty-five percent (25%) for the first ninety (90) days of sales to that customer.  
  
(b) The Salesperson will not make any representations, warranties or commitments binding the Publisher without the prior written consent of the Publisher.
3. (a) The Publisher shall have the option of accepting or rejecting any order or orders taken by the Salesperson, and no commissions shall be payable hereunder except on goods actually accepted by the Publisher. An order will be considered accepted unless the Publisher notifies the Salesperson in writing of any order or orders rejected within seven (7) days of the order's submission.  
  
(b) In the event written notice of rejection is not given the Salesperson within the time above provided, the Salesperson shall become entitled to commissions on said eighty-five percent (85%) of all nonrejected orders, which commissions shall be paid on the 15th day of the month following the day of the season for which said order or orders were received by the Publisher.  
  
(c) The Publisher reserves the exclusive right to grant credit and establish credit terms. If for any reason an account shall fail to fulfill those terms, whether by reason of late payment, non-payment, bankruptcy, insolvency, or otherwise, the Publisher shall remain fully liable to pay the commissions due the Salesperson in accordance with Paragraph 2(a) above.
4. (a) Either party shall have the right to terminate this agreement prior to the expiration of the term, provided written notice of intention to terminate is given to the other party at least 30 days before the early termination date.  
  
(b) In the absence of a 30-day written notice prior to the expiration of the term, this agreement shall be automatically renewed from year to year subject to the same terms and provisions as contained herein.
5. (a) The Publisher agrees to furnish Salesperson with a copy of all invoices and orders covering any orders and to furnish Salesperson with a statement on or before the fifteenth (15th) of each month

covering the amount of sales for the previous month, and the amount of commissions due Salesperson. The amount due the Salesperson shall be payable at the time the statement is rendered.

(b) In the event of termination of services, the Salesperson shall receive commissions on all orders and sales as provided in Section 2.

6. (a) The Salesperson will serve as an independent contractor and be responsible to pay all applicable Social Security, withholding, and other taxes. The Salesperson will bear all expenses incurred in his sales endeavors. Publisher will issue annual IRS form 1099 when required by law.

(b) Salesperson has discretion to subcontract the rights and duties assigned under this contract, and is free to exercise control over the manner of contract performance.

7. The parties hereto agree that failure by either party to strictly enforce any provision of this agreement shall not constitute a waiver or an estoppel, nor preclude either party from subsequent strict enforcement of any or all provisions hereof.

8. The Salesperson agrees to indemnify and hold Publisher harmless from any and all liability, loss, or damage, including reasonable attorney's fees, which Salesperson may suffer as a result of claims, demands, costs, or judgments against Salesperson arising out of or resulting from actions under this contract.

9. The parties hereto agree that this agreement constitutes and expresses the whole agreement of the parties with reference to the representation, and compensation for or in respect to the Salesperson's efforts on behalf of the Publisher, and all promises, undertakings, representations, agreements, and understandings and arrangements entered into between the parties herein. No alterations or variations of the terms of this agreement shall be valid unless made in writing, dated, and signed by both parties. It cancels and supersedes all prior agreements and understandings.

10. If any provision of this agreement shall be found invalid or unenforceable to any extent, the remainder of this agreement, or the application thereof to other situations, shall not be affected thereby. This agreement shall be binding and inure to the benefit of the parties and their personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this contract and agreement at Elizabethtown, Lancaster County, State of Pennsylvania, the day and year first above written.

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Daniel M. Robrish, Publisher

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Salesperson