



# ARBORIST ACTION

## PROFESSIONAL TREE SERVICES, LLC.

(386) 259-8182 ArboristAction@gmail.com [www.ArboristAction.com](http://www.ArboristAction.com)

### INDEPENDENT CONTRACTOR AGREEMENT ESTIMATOR / SALES AGENT

This agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Arborist Action Professional Tree Services, LLC (hereinafter referred to as "the Company" and \_\_\_\_\_ (hereinafter referred to as "the Agent") shall remain in effect from this date until terminated by either party.

The parties agree that:

#### **1. Statement of Status**

Effective this date, the Company acknowledges Agent as an authorized estimator and sales representative for the products and services of the Company. Agent acknowledges that he or she will be viewed as an independent contractor. The Company will not be responsible for filing or paying any local, federal or states taxes. Furthermore, the Company will not provide retirement or any other benefits customary to employment. We strongly encourage you to speak with a tax advisor to consider the various options such as creating an LLC, S-Corp., etc. to ensure you place yourself in the most advantageous position for tax purposes as an independent contractor.

#### **2. Duties of an Estimator / Sales Representative**

Agent will carry out the customary duties of a professional estimator and sales representative. This includes, but is not limited to, solicitation of new customers and conducting marketing/promotional efforts in accordance with guidelines established by the Company.

Agent is financially responsible for any creation, reproduction, and distribution of marketing and sales materials used to solicit the Company's products and services beyond what is provided by the Company. Agents who are deemed by the Company to not be actively marketing the Company's products and services, will lose their authorized agent status.

Under no circumstances will an Agent accept payment for services directly from the customer. All checks must be payable to Arborist Action, other forms of payment are

also to be directed to Arborist Action. All administrative and back-office functions, including billing, shall be the sole responsibility of the Company and its professional counsel. The Agent may be requested to collect payment (cash, checks, cashier's checks, money orders) and to immediately remit said payment to the Company. Credit /Debit card transactions are to be directed to the back-office for processing.

### **3. Sales Commissions**

Company will pay Agent who is verified to be procuring cause of a sale, a sales commission in accordance with the Agent commission schedule currently in effect. The Agent may also be eligible for performance-based bonuses and other additional compensation as the Company deems appropriate. Commissions will be paid on all new sales provided the Agent is an authorized agent in good standing.

### **4. Duration of Agreement**

Agent or Company may terminate this Agreement by providing 30-days written notification to the other party. The Company reserves the right to immediately terminate this agreement if Agent willfully – in the sole opinion of the Company – misrepresents the products, services, capabilities, or in any way violates established company policy written or implied.

### **5. Use of Technology and Marketing Materials**

Company will provide access to certain of its technologies, software, logos, promotional materials, and other sales tools for use by the Agent in marketing and selling Company products and services. Agent may copy and customize all marketing materials in any manner of choosing, without prior approval of the Company, so long as the general quality and integrity of any materials to end customers is maintained.

Agent may use the Arborist Action logo in any/all marketing materials intended to promote sales of the Company's products and services. Agent acknowledges that the that the Arborist Action logo is a trademark of Arborist Action Professional Tree Service, LLC. Agent may not, during or after the term of this agreement, disclose any such information or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the written permission of the Company.

### **6. Non-Compete Agreement**

The Agent shall not engage in performing estimates or selling similar or like-kind products or services for any person or entity while operating as an authorized estimator and sales representative for Arborist Action Professional Tree Services. If your status as an authorized estimator and sales representative with the Company is terminated for any reason, you must turn in all lead and customer information obtained through your activity as an Agent of the Company as well as any / all company issued materials (shirts, hats, documents, etc.). You must not attempt to contact any leads or customers of the Company in order to sell similar or like-kind services for any competitor for a period of five (5) years from the date of termination as an Agent of the Company, nor are you to provide said lead or customer data to any other entity. You are not, at any time, to slander or in any way engage in communications publicly or in private regarding the Company, its policies, practices, leadership, employees, or other independent contractors that may adversely affect our brand or persons.

**7. Professional Development Investments**

The Company may occasionally offer to pay for certain licensing or professional development expenses for our independent contractors if we feel it will benefit the company. If the Agent's status as an authorized estimator and sales representative is terminated for any reason within 24 months of the expense of the completion of the licensing, certification, training, etc. the Company may require the expense to be repaid on a pro-rata basis.

**8. Written Agreement Constitutes Entire Relationship**

This agreement, along with any specified addendum, is a complete agreement. Any representation, promise, condition, inducement, or warranty, express or implied, verbal or written, unless contained in writing in this agreement shall not bind either party. A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this agreement, which shall remain in full force and effect.

**9. Binding Effect and Governing Law**

This agreement shall be binding upon the parties hereto and shall be governed, interpreted, and construed by, through and under the laws of the State of Florida, under the laws of the United States of America, one nation, under God.

By indicating your person and setting forth your "Yes" you are acknowledging that you have received, read, and understand this agreement in its entirety and, insofar as it is in your power, agree to abide by all the terms and conditions described herein.

**For Estimator / Sales Representative**

Print Name: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Legal Entity (if applicable): \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ or SSN: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Write "Yes" if you agree, or "No if you decline the relationship as outlined herein: \_\_\_\_\_

**For Arborist Action Professional Tree Service, LLC Authorized Officer or Counsel**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Write "Yes" if you agree, or "No if you decline the relationship as outlined herein: \_\_\_\_\_