

# MERCHANDISE SALES & SETTLEMENT AGREEMENT

This Merchandise Sales & Settlement Agreement (the "Agreement") is made effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

## **BETWEEN:**

**Talent100.net**, a partnership carrying on business in Ontario, Canada, with an address at 3260 Goldstein Rd., Washago, Ontario, L0K 2B0 (the "Canadian Sales Partner")

AND

\_\_\_\_\_, a company organized under the laws of \_\_\_\_\_, with an address at \_\_\_\_\_ (the "Performing Group").

## **1. Purpose**

The Performing Group appoints the Canadian Sales Partner to sell merchandise on behalf of the Performing Group during performances, concerts, appearances, and related events in Canada.

## **2. Merchandise Ownership**

1. All merchandise supplied by the Performing Group shall remain the property of the Performing Group unless sold to customers.
2. The Canadian Sales Partner shall not acquire ownership of the merchandise.
3. Any unsold merchandise shall remain the property of the Performing Group and shall be returned to the Performing Group or handled according to written instructions.

## **3. Sales Authority**

1. The Canadian Sales Partner is authorized to:
  - o Display and sell merchandise at approved venues;
  - o Collect payment by cash, debit, credit card, or electronic means;
  - o Manage sales staff as reasonably required.
2. Pricing shall be determined by:
  - o  The Performing Group
  - o  Mutual agreement
  - o  The Canadian Sales Partner within agreed guidelines

## 4. Taxes (HST/GST)

1. The Canadian Sales Partner shall collect and remit all applicable Canadian sales taxes, including Harmonized Sales Tax (HST), where required by law.
2. The Canadian Sales Partner shall provide records of HST collected and remitted upon reasonable request.
3. The parties acknowledge that merchandise sales in Ontario are generally subject to HST at the applicable rate.

## 5. Compensation

The Canadian Sales Partner shall be compensated as follows (check one):

**Commission:** \_\_\_\_\_% of gross merchandise sales (before / after HST – specify: \_\_\_\_\_)

**Fixed Fee:** CAD \$ \_\_\_\_\_

**Expense Reimbursement Only:** Reasonable documented expenses

**Other:** \_\_\_\_\_

The following expenses shall be paid by (check applicable):

Expense	Performing Group	Canadian Sales Partner
Credit card processing fees	<input type="checkbox"/>	<input type="checkbox"/>
Staff wages	<input type="checkbox"/>	<input type="checkbox"/>
Booth/table setup	<input type="checkbox"/>	<input type="checkbox"/>
Venue merch commissions	<input type="checkbox"/>	<input type="checkbox"/>
Shipping/storage	<input type="checkbox"/>	<input type="checkbox"/>

## 6. Accounting and Payment of Funds

1. The Canadian Sales Partner shall maintain accurate sales records.
2. A settlement statement shall be provided showing:
  - o Gross sales;
  - o HST collected;
  - o Approved expenses;
  - o Compensation due to the Canadian Sales Partner;
  - o Net amount payable to the Performing Group.
3. The Canadian Sales Partner shall wire transfer the net proceeds to the Performing Group within \_\_\_\_\_ business days following each performance/event or settlement period.

4. Wire transfer fees shall be paid by:
  - Performing Group
  - Canadian Sales Partner
  - Shared equally

## **7. Inventory**

1. The Performing Group shall provide an inventory count before each event.
2. The Canadian Sales Partner shall provide a closing inventory count following each event.
3. The Canadian Sales Partner shall use reasonable care in handling merchandise but shall not be liable for losses caused by theft, venue incidents, or circumstances beyond reasonable control, except in cases of negligence or intentional misconduct.

## **8. Term and Termination**

1. This Agreement shall apply to:
  - One event/tour only
  - Ongoing arrangement until terminated
2. Either party may terminate this Agreement upon \_\_\_\_\_ days written notice.
3. Any outstanding payments shall remain payable after termination.

## **9. Independent Relationship**

The parties agree that the Canadian Sales Partner acts as an independent contractor and not as an employee, partner, or legal representative of the Performing Group.

## **10. Governing Law**

This Agreement shall be governed by and interpreted under the laws of the Province of Ontario and the laws of Canada applicable therein.

## **11. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and may only be modified in writing signed by both parties.



# **SIGNATURES**

## **CANADIAN SALES PARTNER**

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

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

Signature: \_\_\_\_\_

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

---

## **PERFORMING GROUP / COMPANY**

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

Company / Group Name: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

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