

# INFLUENCER'S AGREEMENT BETWEEN INFLUENCER AND THE MARKETING CONSULTANTS GROUP, LLC

This Influencer Agreement ("Agreement") is made effective as of \_\_\_\_\_  
(Date)

by and between the Marketing Consultants Group, LLC, 1039 West Mason Street, Green Bay, WI 54303, USA and

\_\_\_\_\_  
(Influencer's Name)

of \_\_\_\_\_,  
(Street Address) (City)

\_\_\_\_\_, \_\_\_\_\_,  
(State, Region) (Country) (Zip Code, Postal Code)

Mailing Address: \_\_\_\_\_,  
(Street Address) (Mailbox, Suite Number)

\_\_\_\_\_, \_\_\_\_\_,  
(State, Region) (Country) (Zip Code, Postal Code)

WHEREAS, the Marketing Consultants Group, LLC is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, U.S.A.

Marketing Consultants Group, LLC's place of business is 1309 West Mason Street, Green Bay, WI 54303 U.S.A.

WHEREAS \_\_\_\_\_  
(Influencer's Name)

is a known Public Figure whose endorsement and services have commercial value to the Marketing Consultants Group, LLC.

WHEREAS, the Marketing Consultants Group, LLC is desirous to obtain the right to use the endorsement of \_\_\_\_\_  
(Influencer's Name)

in connection with the promotion of Ronnie Schmidt, Author, CEO of the Marketing Consultants Group, LLC's "**HOW TO GET HIRED FAST**" Advanced Teaching Book & Facebook Coaching Group.

NOW THEEFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

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\_\_\_\_\_ and the Marketing Consultants Group, LLC  
(Influencer's Name)

agree as follows:

**APPOINTMENT.** The Marketing Consultants Group, LLC would like

\_\_\_\_\_ 's assistance in promoting Ronnie Schmidt, Author,  
(Influencer's Name)  
and CEO of the Marketing Consultants Group, LLC's "**HOW TO GET HIRED FAST**"  
**Advanced Teaching Book & Facebook Coaching Group.**

The Marketing Consultants Group, LLC hereby appoints \_\_\_\_\_  
(Influencer's Name)  
as its representative on a non-exclusive, non-employee basis to endorse their Products and  
Services via multiple methods.

**TERM.** This Agreement will terminate automatically upon completion by  
\_\_\_\_\_ of the Service listed herein in Appendix A,  
(Influencer's Name)  
agreed to and required by this Agreement.

**SERVICES.** In connection with the appointment, \_\_\_\_\_  
(Influencer's Name)  
agrees to do the following:

I. That \_\_\_\_\_ hereby authorizes and grants to the Marketing  
(Influencer's Name)  
Consultants Group, LLC the right, license, and interest to use this Endorsement in respect to the  
recommendation of Ronnie Schmidt, Author, CEO of the Marketing Consultants Group LLC's  
exclusive "**HOW TO GET HIRED FAST**" **Advanced Teaching Book & Facebook Coaching  
Group.**

a. That the Marketing Consultants Group, LLC and \_\_\_\_\_  
(Influencer's Name)  
hereby agree that should \_\_\_\_\_ be involved in any  
(Influencer's Name)

sponsored promotion, \_\_\_\_\_ and his or her staff can  
(Influencer's Name)  
participate in developing and sharing all promotional materials and or strategies that will help the  
marketing of Ronnie Schmidt, Author, CEO of the Marketing Consultants Group, LLC's  
exclusive "**HOW TO GET HIRED FAST**" **Advanced Teaching Book & Facebook Coaching  
Group** to help prospective job and career seekers get hired fast.

b. Any additional services agreed to by the parties and as stated in APPENDIX A.

**CONFIDENTIALITY.** Each party agrees that it will not disclose to any third party or use any Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

**COMPENSATION.** As in APPENDIX B in exchange for \_\_\_\_\_'s  
(Influencer's Name)  
performance of its promotional services, the Marketing Consultants Group, LLC agrees to pay  
\_\_\_\_\_ by method of certified bank check or wire transfer  
(Influencer's Name)  
within 14 days from the date of the agreed upon completion date of Ronnie Schmidt, Author,  
CEO of the Marketing Consultants Group, LLC's "**HOW TO GET HIRED FAST**" **Advanced  
Teaching Book & Facebook Coaching Group.**

**INDEMNITY.** The Marketing Consultants Group, LLC will release, defend, hold harmless, and  
indemnify \_\_\_\_\_ against all claims, losses, liabilities,  
(Influencer's Name)  
judgment, and settlements arising from or relating to the endorsement of the Products and  
Services, the Products and Services, or this Agreement. The Marketing Consultants Group, LLC  
will promptly reimburse \_\_\_\_\_ for all reasonable  
(Influencer's Name)  
expenses and costs incurred in defending \_\_\_\_\_ against any  
(Influencer's Name)  
such claims, demands, causes of action, or liability, including, but not limited to, attorneys' fees.  
\_\_\_\_\_ will have the right to select counsel to defend  
(Influencer's Name)  
\_\_\_\_\_ against all such claims, demands, or causes  
(Influencer's Name)  
of action, subject only to Marketing Consultants Group, LLC' reasonable right of approval of any  
counsel before the Marketing Consultants Group, LLC will incur any liability to indemnify and  
reimburse \_\_\_\_\_ for fees payable to such counsel. This  
(Influencer's Name)  
indemnification will survive termination of this Agreement.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Products and Services in the time and manner provided for in this Agreement.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party.

This notice shall describe with enough detail the nature of the default. The party receiving such notice shall have fifteen days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The

arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**SIGNATORIES.** This Agreement shall be signed on behalf of the Marketing Consultants

Group, LLC by Ronnie Schmidt, CEO and on behalf of \_\_\_\_\_  
(Influencer's Name)  
by \_\_\_\_\_ and effective as of the date first above written.  
(Influencer Or Influencer's Representative)

IN WITNESS WHEREOF the parties have executed this Agreement as of the date shown above.

SERVICES RECIPIENT:

The Marketing Consultants Group, LLC

By: \_\_\_\_\_  
Ronnie Schmidt, CEO, Author, Marketing Consultants Group, LLC

SERVICE PROVIDER:

\_\_\_\_\_  
(Influencer's Name)

By: \_\_\_\_\_  
(Influencer Or Influencer's Representative Signature)

\_\_\_\_\_  
(Influencer Or Influencer's Representative Title)

**APPENDIX A – SCOPE OF SERVICES**

- The Endorsers and, or their staffs and the Marketing Consultants Group, LLC will mutually agree to discuss and approve all collateral materials used to promote Ronnie Schmidt, Author, CEO of the Marketing Consultants Group, LLC's "**HOW TO GET HIRED FAST**" Advanced Teaching Books & Facebook Coaching Groups.
- The Endorsers will during their normal course of activities to help promote, as agreed upon in advance, Ronnie Schmidt, Author, CEO of the Marketing Consultants Group, LLC's "**HOW TO GET HIRED FAST**" Advanced Teaching Books & Facebook Coaching Group by posting materials as many times as needed or as agreed to in advance to maximize sales results.

**APPENDIX B – INFLUENCER COMPENSATION**

- Endorsers will receive **up to 18%** of the gross proceeds from the sale of Ronnie Schmidt, Author, CEO of the Marketing Consultants Group, LLC's "**HOW TO GET HIRED FAST**" Advanced Teaching Books & Facebook Coaching Groups. .
- Normal expenses incurred by Influencer to fulfill the mutually agreed upon Scope Of Services will be paid from the proceeds from the Influencer's "**HOW TO GET HIRED FAST**" Advanced Teaching Books & Facebook Coaching Groups compensation.
- Any expenses above and beyond normal expenses to fulfil the Scope of Service to be performed by the Influencer must be mutually agreed upon in advance of the Influencer Agreement engagement.

- All Influencer remuneration will be made by a responsible individual for auditing net sales results from the Marketing Consultants Group LLC’s shopping cart provider.
- The Marketing Consultants Group, LLC will make payments directly to either: \_\_\_ the Influencer, \_\_\_ Influencer’s appointed representative, \_\_\_ Influencer’s appointed account. Check one.

As agreed upon by \_\_\_\_\_, Influencer payments will be paid to:  
 (Influencer’s Name)

\_\_\_\_\_  
 (Influencer or Influencer’s Representative)

\_\_\_\_\_  
 (Influencer Or Influencer’s Representative Signature) (Date)

\_\_\_\_\_  
 (Influencer Or Influencer’s Representative Title)

\_\_\_\_\_  
 (Name of Payee)

\_\_\_\_\_  
 (Street Address)

\_\_\_\_\_  
 (City) (State or Region) (Country) (Postal Code)

\_\_\_\_\_  
 (Account Number) (Routing Number)

\_\_\_\_\_  
 (Financial Institution) (Location)

The Marketing Consultants Group, LLC ([MarketingConsultantsGroup.com](http://MarketingConsultantsGroup.com)) is the publisher of **“HOW TO GET HIRED FAST” Advanced Teaching Books & Facebook Coaching Groups** ([HowToGetHiredFast.com](http://HowToGetHiredFast.com)) by Author, CEO Ronnie Schmidt, Marketing Consultants Group, LLC.