



Welcome to your future in sales with bUneke Magazine!

This AGREEMENT is made effective on _____ (MM/DD/YYYY) by and between PEACECORE, Inc., dba bUneke Magazine (COMPANY) and _____ (REPRESENTATIVE) residing at _____ (address).

COMPANY desires to appoint REPRESENTATIVE as a Sales Representative of COMPANY to sell display advertising space and sponsorships for events, webisodes, videos and bUneke Magazine as set forth herein.

In consideration of the mutual promises contained in this document, the parties agree:

1. COMPANY hereby appoints REPRESENTATIVE as an authorized, non-exclusive, independent contractor to represent, sell and promote all services provided by COMPANY.
2. REPRESENTATIVE shall devote such time, energy and skill as necessary to promote the sale of COMPANY's services during the terms of this AGREEMENT. REPRESENTATIVE'S sales and promotional efforts shall be directed toward the following:
 - a. CUSTOMERS may be any business of any size in any geographic location with the exception of tobacco products, and adult-entertainment establishments.
 - b. REPRESENTATIVE shall assist COMPANY and shall perform services required or requested in connection with COMPANY'S business, as requested from time to time.
 - c. REPRESENTATIVE shall, upon COMPANY'S request, submit appropriate documentation of sales and promotional efforts performed and to be performed for COMPANY pursuant to this AGREEMENT.
3. For each contract for the performance of COMPANY'S services as arranged by REPRESENTATIVE under this AGREEMENT, REPRESENTATIVE shall be entitled to a commission as follows:
 - a. 25% of contract billing during the first year
 - b. 30% of contract billing during the second year (applicable only if first year generated \$500+ income)
 - c. 35% of contract billing during the third and all following years
 - d. 10% Year-end bonus on all verified donations (story sponsorships) steered by REPS

The commission rates and time periods set forth in this paragraph shall commence as of the date of the first invoice on the contract, provided, however that NO COMMISSION will be due or payable to REPRESENTATIVE before 7 days from RECEIPT OF PAYMENT to COMPANY from any customer on the contract.

- e. NO COMMISSION will be dispersed until all funds are received by COMPANY.
 - f. Businesses must pay first month's rate at time of CONTRACT signing.
 - g. Businesses have a contracted 10-day grace period before ad is terminated.
 - h. Businesses that PAY IN FULL for 1-year contracts receive a 10% discount at signing.
 - i. Any and all COMMISSIONS payable to REPRESENTATIVE, including year-end bonus, under this AGREEMENT shall terminate on the day of the full month after termination of this AGREEMENT and COMPANY shall be released of further obligation to pay commissions to REPRESENTATIVE under this AGREEMENT.
4. Commissions are not paid on freight, postage, shipping, supplies or other charges incidental to the performance of services sold or arranged by REPRESENTATIVE.
5. During the term of this AGREEMENT, REPRESENTATIVE or any agent under REPRESENTATIVE'S control shall not compete with COMPANY, directly or indirectly on behalf of any other person, firm, partnership, corporation or other entity in the sale or promotion of services the same or similar to the COMPANY's services. Under no circumstances, and at no time, shall REPRESENTATIVE disclose to any person any of the secrets, methods or systems COMPANY uses in its business. All customer lists, brochures, reports and information made available to REPRESENTATIVE by virtue of association with COMPANY shall be held in strict confidence during the term of this AGREEMENT and after its termination.





6. This AGREEMENT shall not create a partnership, joint venture, agency, employer/employee or similar relationship between COMPANY and REPRESENTATIVE. REPRESENTATIVE shall be an INDEPENDENT CONTRACTOR. Company shall not withhold any amounts for state or federal income tax or for FICA taxes from sums due to REPRESENTATIVE under this AGREEMENT. REPRESENTATIVE shall not be construed as an employee of COMPANY and shall not be entitled to participate in any plan, arrangement or distribution by COMPANY pertaining to or in connection with any pension, stock, bonus, or other benefit extended to COMPANY employees. REPRESENTATIVE shall be free to use personal time, energy and skill as deemed advisable.
7. REPRESENTATIVE shall bear any and all costs or expenses incurred by REPRESENTATIVE to perform obligations under this AGREEMENT, including vehicle insurance, travel expense and telephone expenses and others.
8. The rights and duties of REPRESENTATIVE under this AGREEMENT are personal and may not be assigned or delegated without prior written consent of COMPANY.
9. REPRESENTATIVE is not authorized to extend any warranty or guarantee or to make representations or claims with respect to COMPANY’S services without prior, express, written authorization from COMPANY.
10. REPRESENTATIVE shall indemnify and hold COMPANY harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of REPRESENTATIVE or REPRESENTATIVE’S agent.
11. COMPANY shall indemnify and hold REPRESENTATIVE harmless of and from any all liability attributable to the negligent, intentional or other acts of COMPANY or its employees.
12. This AGREEMENT, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The Parties waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject-matter jurisdiction located in Brevard County, Florida. In the event that litigation results from or arises out of this AGREEMENT or the performance thereof, the Parties agree to reimburse the prevailing party’s reasonable attorney’s fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise calculable as of said time.
13. Any notice under this AGREEMENT shall be deemed given on the third business day following the mailing of such notice, postage paid, to the address set forth in this AGREEMENT, unless emailed.
14. This AGREEMENT contains the entire AGREEMENT between the Parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.
15. This AGREEMENT is subject to change and a new AGREEMENT will be entered into.

IN WITNESS WHEREOF, the Parties have hereunto executed this AGREEMENT on: the ____ day of _____, 20____, to become effective immediately.

PEACECORE, Inc. dba bUneke Magazine

COMPANY Representative: _____

Sales REPRESENTATIVE: _____

Sales REPRESENTATIVE’s Phone Number: _____

Email address: _____

Social Media Links: _____

www.buneke.org

lynn@buneke.org

352-308-7085



bUneke [be unique] is a nonprofit organization sharing great stories about amazing people, ideas and solutions for a better world!

Follow Us!
@bUnekemagazine

