

The Entreprenette - 26 Week Tele-Course
How To launch your product based start up from your living room

Do you have an idea for a
product-based business but no
idea where to begin?

passion + commitment =
SUCCESS



become an
entreprenette

A step-by step
guide to building a product-based business out of your living room.

Specializing in fashion, beauty, gift, home & lifestyle products



Sarah Shaw
Designer, inventor, coach &
entreprenette



Sales Rep Agreement SAMPLE

THIS AGREEMENT IS BETWEEN SARAH SHAW HANDBAGS AND **Company**

1. Sarah Shaw Handbags and **Company** agree to a two year commitment, wherein **Company** is the sole, but not exclusive, representative of SSH. Either party may terminate this contract with 30 days written notice. Manufacturer agrees not to terminate unless **Company** fails to meet \$100,000 for the first year and 50% growth for the following year. This agreement shall be renewed automatically from year to year unless terminated in writing.
2. **Company** recognizes that SSH has a gift rep that covers the Los Angeles and SF gift show 2x a year and understands that all orders written at the gift shows are commissionable only to the gift rep. Should **Company** open a chain store, consisting of 3 stores or more, or a catalog, the gift rep will be instructed not sell to them.
3. SSH agrees to pay 15% commission on all orders written in the showroom and 18% for all orders written on the road. SSH reserves the right to insist that showroom order exceed 60% of sales or this issue can be revisited and adjusted by SSH.
 - a. **Company** accepts that all EL-PORTAL stores are a house account of SSH.
4. Exclusive territories include the 13 western states EXCLUDING Colorado as SSH has a road representative there already. This does not in any way exclude **Company** from sales in CO. SSH reserves the right to hire a sales representative in any of the named states if **Company** fails to meet a substantial growth of more than 50% per year in those states within 6 months. This will not nullify the contract in its entirety.
5. **Company** is not responsible for taking a reduction in commissions due to markdowns or promotions unless previously agreed upon.
6. SSH will deliver one full set of samples each season for the showroom and one of each style and a swatch book for the road rep. SSH will furnish **Company** with linesheets and promotional materials. This does not include the SF showroom. If **Company** fails to return ANY samples, they agree to pay the cost per item to SSH.

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7. SSH will pay commissions on the 15th of the month for all payments received. SSH will notify **Company** of all bad debts. SSH will send **Company** a commission report at the end of each month with payment.
8. SSH will pay commissions to **Company** for any and all orders written by **Company** either in the showroom or on the road. Any re-orders placed with SSH for an original order written by **Company** will be credited to **Company**. Any orders written at any other trade show are NOT commissionable by **Company** at any time. SSH agree to protect **Company** in the event of chain, consisting of 3 or more stores, or catalog company.
9. SSH will not employ any person that worked as a sales rep for **Company** unless written approval is obtained by **Company**. If SSH hires any sales rep that has worked at **Company** without written consent from **Company** SSH will pay **Company** the sum of \$20,000.
10. SSH will notify all current customers in named territories advising of **Company** appointment.
11. SSH agrees to pay **Company** a showroom fee of \$300 a month for the Los Angeles showroom payable upon receipt of invoice each month.
12. In the event of termination by either party all sales enforcement will cease on the 30th day. SSH agrees to pay all commissions due as well as for orders received within 45 days of termination notice. On the 30th day from notice of termination **Company** agrees to release and return all samples and promotional materials in their possession to SSH. SSH agrees to pay commission on all re-orders for a period of 3 months after termination.
13. This agreement contains the entire agreement and understanding between parties named above. This agreement shall be deemed to constitute a contract made under the laws of the state of California. Any action brought under this contract shall be brought in the County of Los Angeles, State of California.

Company, Sales Representative

Date

Sarah Shaw Handbags, Manufacturer

Date