



# Independent Sales Representative Application/Agreement

Revised: January 8, 2013

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_

**Golfalyzer, LLC**, is engaged in the marketing and sale of the Golfalyzer®, a personal blood alcohol monitor, and its related promotional products. These products are specifically targeted for on-course use by recreational golfers around the globe.

By completing and submitting this application for approval, the applicant agrees to represent, promote and sell Golfalyzer products in accordance with the terms and conditions outlined in this Application/Agreement. The rights and duties of this Application/Agreement are restricted to the applicant and may not be assigned or transferred to any other party.

THIS APPLICATION/AGREEMENT is made by and between **Golfalyzer, LLC**, whose address is **P. O. Box 833, Scott Depot, WV, 25560**, hereinafter referred to as the "Company", and the Independent Sales Representative hereinafter referred to the "ISR."

## TERMS AND CONDITIONS

1. **Investment:** Applicants will be required to make a one-time investment of \$50.00 to cover the cost of his/her Golfalyzer Start-Up Package. Upon approval, this package includes three (3) Golfalyzers and fifty (50) promo code cards. The Company will also supply all ISRs with an electronic template that will allow for the reproduction of additional Promo Code cards as necessary.
2. **Acceptance:** Upon receipt and approval of this Application/Agreement, the Company hereby recognizes the applicant named above as a non-exclusive Independent Sales Representative (ISR) to sell and promote Golfalyzer products. Upon approval, the ISR will be required to submit a completed W-9 prior to receiving any commissions. The Company retains the right to refuse any Application/Agreement. In the event any Application/Agreement fails to be approved, the applicant will be notified in writing and his/her registration fee will be fully refunded.
3. **Sales Territories:** Territories are not defined or restricted. The ISR has unrestricted rights to solicit any prospect/customer except those who are already purchasing Golfalyzer products directly from the Company and/or from another authorized ISR. The Company will, however, make reasonable efforts to limit the number of ISRs within each geographic market/territory.
4. **Compensation:** Sales commissions will be tracked and paid to the ISR in two ways:
  - a) **Individual unit sales:** The ISR will be paid a fixed commission amount of \$3.00 (US) for each unit purchased via the company website (Golfalyzer.us) with their unique PROMO CODE. *For*

the ISR to receive a commission, the customer must enter the ISR's unique PROMO CODE in the sales form on the website at the time of purchase.

**b) Bulk sales:** Defined as any single order of thirty-six (36) or more units, the ISR will receive a commission in the amount of 15% of the discounted product sales total, excluding any sales taxes or shipping/handling charges. **All bulk sales must be coordinated, billed and pre-paid directly through the corporate office** based in the most current Bulk Pricing Discount Price List.

**c) Payment:** Commissions for internet sales will be direct deposited into the IRS' approved bank account at the close of the Company's monthly accounting cycle. Commissions for bulk sales will be direct deposited after receipt of the customer's full payment. The Company shall not be required to withhold any amounts for state or federal income tax or for FICA taxes from commissions due to the ISR under this Application/Agreement.

Your custom PROMO CODE is critical to tracking your sales! It should reflect your personality and be easy for your customers to remember. It is NOT case sensitive but it is limited to any eight (8) alpha-numeric characters. Enter your unique PROMO CODE below. No sales commissions will be paid until your PROMO CODE is approved by the Company.

PROMO  
CODE

Approved by \_\_\_\_\_

5. **Non-Disclosure:** Under no circumstances and at no time shall the ISR disclose to any person any trade secrets, methods or systems used by the Company. Any customer lists, brochures, reports, and/or other such information of any nature made available to the ISR by virtue of his/her relationship with the Company shall remain confidential during the term of this Application/Agreement and after its termination.
6. **Warranty:** The ISR shall not extend any warranty or guarantee, or make any representations or claims in respect to Company's products without express written authorization from the Company.
7. **Expenses, Licenses and Insurance:** The ISR shall bear any and all taxes, fees and expenses incurred while conducting business under the terms of this Application/Agreement. The ISR is solely responsible for procuring any necessary business licenses and/or permits required to comply with posted local, state or federal laws. The Company shall not make any premium payments or contributions for any worker's compensation or unemployment compensation for ISR. The ISR shall be responsible for and payment of any taxes due on compensation. *It is recommended that the ISR consult the local Small Business Administration (SBA) and/or a reputable tax professional for advice on tracking and deducting any legally incurred business expenses.*
8. **Liability/Claims:** The ISR shall indemnify and hold the Company harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of the ISR.
9. **Independent Status:** The ISR shall be an independent contractor. The ISR shall not be considered an employee of the Company and shall not be entitled to participate in any plan, arrangement or distribution by the Company pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefits extended to Company's employees. This Application/Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between the Company and the ISR.

10. **Legal Governance:** This Application/Agreement and all transactions completed hereby, shall be governed by, construed and enforced in accordance with the laws of the United States and the State of West Virginia. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Putnam County, State of West Virginia. In the event that litigation results from or arises out of this Application/Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses.
11. **Severability:** If any term of this Application/Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Application/Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
12. **Notices:** Any notice required by this Application/Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.
13. **Revocation/Cancellation:** The obligations of the parties herein shall be effective as of the date of the approval of this Application/Agreement and shall continue thereafter unless the ISR or the Company choose to terminate this Application/Agreement, with or without cause. Termination shall require written notice become effective immediately upon receipt of said notification. Upon termination of this Application/Agreement, the rights of the parties to any compensation which accrued prior to said notice of termination shall be remitted to the ISR within thirty (30) days of the date of termination.

This Application/Agreement contains the entire Application/Agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.

IN WITNESS WHEREOF, the Applicant has executed this Application/Agreement on the date accompanying his/her signature below, and the Company has approved the Application/Agreement on the date accompanying its signature below. The effective date of this Application/Agreement will be the approval date denoted by the company.

**Applicant/Independent Sales Representative**

Signature \_\_\_\_\_

Application Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Golfalyzer, LLC**

By: \_\_\_\_\_

Managing Member

Approval Date \_\_\_\_/\_\_\_\_/\_\_\_\_