



Bill Casey Consulting, L.L.C. Sales Agent Agreement

THIS AGREEMENT is made and entered into as of this _____ day of _____ between _____ having its principal place of business at _____ and **Bill Casey Consulting Inc.** a Georgia limited liability corporation, having its principal place of business at **1029 Piedmont Ave. NE #106, Atlanta, GA 30309.** ("Master Agent").

WITNESSETH:

WHEREAS, Bill Casey Consulting is a provider of multiple marketing and communication services

WHEREAS, Bill Casey Consulting desires to expand its base of customers for the service(s) and products

WHEREAS, Agent desires to market the Services and is capable of properly doing so for Bill Casey Consulting according to the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

- 1. Grant: Bill Casey Consulting** hereby grants to Agent the non-exclusive right to market Services pursuant to the rates, terms and conditions in this Agreement and as otherwise established from time to time by **Bill Casey Consulting.** **Bill Casey Consulting** reserves the right, without obligation or liability to Agent for payment of a commission, compensation or otherwise, to market the Services through its own employees or agents, through other subagents or otherwise.
- 2. Status of Subagent:** Agent shall be an independent contractor of **Bill Casey Consulting** and shall conduct its business at its own initiative, responsibility and expense. No employee of either party shall be deemed to be in the employ of the other, and neither party has any right or authority to act on behalf of the other beyond that expressly granted herein. No provision of this Agreement shall be construed to create a joint venture or partnership between **Bill Casey Consulting** and Subagent. Agent shall have no authority to make any commitments or sign any contracts on behalf of Bill Casey Consulting or its affiliates and may not make any representations or warranties regarding the Services sold hereunder other than those authorized by **Bill Casey Consulting.**

Bill Casey Consulting Initials _____

Bill Casey Consulting, Inc

Agent Initials _____

Agent Agreement 10.2009

3. **Bill Casey Consulting Services and Subagent's Responsibility:** The **Bill Casey Consulting** Services which Agent is authorized to market are defined in the standard schedule illustrated in Exhibit A. See Attached
4. **Agent:** Agent shall use his/her best efforts to market the Services. "Best Efforts" for this purpose will constitute the following: (i) conducting an active search to find customers that use of **Bill Casey Consulting** Services (the "Services") may be beneficial; (ii) educating those qualifying customers as to the benefits and advantages of the Services (iii) obtaining commitments for these Services.
5. **Billing:** Agent shall recommend Services for the customer from **Bill Casey Consulting**. Bill Casey Consulting will bill the customer directly for the Services and shall have responsibility for collecting payments from customers.
6. **Training/Literature:** **Bill Casey Consulting** may from time to time develop and provide Agent with service, promotional and other training, and all necessary product and technical information for the Services. Agent agrees to assist and cooperate in such training programs. All service, promotional, and other training and all product and technical information for Services will be returned by Agent to **Bill Casey Consulting** after termination of this Agreement for any reason.
7. **Compensation:**
 - a. **Bill Casey Consulting** shall pay Agent a one-time bounty on a commission-only basis according to the schedule (Exhibit A, see attached) for Services bought by the Customer as a result of Subagent's delivery qualified lead/ referral All payments will be made in US dollars. **Bill Casey Consulting** will determine, in its sole discretion, commissions for nonstandard Services, or for standard Services offered at nonstandard prices, on a case-by-case basis.
 - b. Agent shall be eligible for compensation only for accounts sold by Agent before the expiration or termination of this Agreement. Payments shall be based on total project billings, granted that the customer remains in good standing and is not in default of any payment or other provisions of such service agreement.
 - c. **Bill Casey Consulting** shall have no obligation to make any payment to Subagent's Agents in connection with the sale of Services by a third person other than Subagent,
 - d. Commission payments will be based on Net Revenue (gross revenue less taxes, fees and other charges) billed by Bill Casey Consulting. Payments will be made as promptly as possible upon Customer's payment of their invoice(s).
 - e. No payments will be made for orders obtained by Agent from customers who have previously been a **Bill Casey Consulting** customer during the six (6) month period immediately preceding the submission by Agent of a customer order.
8. **Term and Termination:** This agreement shall be effective as of the date first written above and shall continue for an initial term of one (1) year and will be automatically renewed for successive one (1) year terms, unless terminated by either party by written notice given thirty (30) days prior to any anniversary date hereof.

Notwithstanding the foregoing, this Agreement may be terminated at any time for cause by either party. For purposes hereof, "cause" shall include, but not necessarily be limited to any action by either party in the performance of its obligations which constitutes fraud, misrepresentation, material breach of any provision (as further defined in Paragraph 14), willful or intentional misconduct, gross negligence, or engagement in any conduct which is

materially injurious to the other party.

Upon termination of the Agreement for any reason, **Bill Casey Consulting** shall have no further liability to Agent except with respect to commissions due and payable to Agent as provided herein:

- a. In the event this Agreement is terminated without cause, commissions will continue to be paid to Agent for a period of 1 year.
- b. In the event Bill Casey Consulting terminates this Agreement for cause (as defined in this Paragraph 9), no further commissions will be payable to Subagent.

9. Non-Interference / Confidentiality

- a. During the period of this Agreement and for one (1) year after its termination, Agent agrees not to interfere with, or solicit business from any **Bill Casey Consulting** customer, except if referred by Agent to **Bill Casey Consulting**. Nothing herein, however, shall prevent Agent from soliciting any **Bill Casey Consulting** customer who has terminated, or is about to terminate, his/her relationship with **Bill Casey Consulting** as a result of dissatisfaction with **Bill Casey Consulting** Service.
- b. The terms and conditions of this Agreement and information and materials provided by **Bill Casey Consulting** pursuant to this Agreement, including but not limited to, customer lists, price sheets, price quotes, information relating to customers or prospective customers of **Bill Casey Consulting**, marketing and business plans and projections, are disclosed in confidence, solely by use for Agent to carry out the terms and conditions of this Agreement. Agent shall keep such information secret and confidential and shall not release or disclose it to any other party during the term of this Agreement or after its termination.
- c. Agent agrees that if there is a breach or threatened breach of the provisions of this paragraph 10 **Bill Casey Consulting** will be irrevocably harmed and entitled to seek and obtain a temporary restraining order, injunction, or other equitable relief against the continuance of such breach without the requirement of posting a bond or undertaking or proving injury as a condition of relief in addition to all other remedies that may be available to Bill Casey Consulting at law or in equity.

10. Limitation of Liability: **Bill Casey Consulting** shall not be liable to Agent in any way for any losses, including but not limited to, loss of commissions and loss of business due to mistakes, omissions, interruptions, delays, errors, defects or otherwise occurring in the course of furnishing the Services.

11. Indemnification: To the fullest extent provided by law, Agent shall indemnify **Bill Casey Consulting** against, and hold **Bill Casey Consulting** harmless from all liabilities, claims, demands, costs, and judgments (including reasonable attorneys' fees) and causes of action arising out of or in connection with this Agreement caused by the failure of Agent to abide by the terms and conditions of this Agreement or by the negligence or willful misconduct of Agent or of Subagent's employees, agents or invitees.

Liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines and penalties arising out of actual or alleged (1) injury or death of any person, including

employees of either Party, or (2) loss of or damage to property, including property of either Party.

The indemnification provisions of this paragraph shall survive the termination of this Agreement.

12. TERMINATION:

- a. The occurrence of one or more of the following events ("Events of Default") shall constitute a default under this Agreement:
 - i. Material breach by either party of any of the terms and conditions or covenants herein.
 - ii. Filing by either party of a petition for protection under any bankruptcy statute, or any assignment by either party for the benefit of its creditors, or appointment of a receiver or trustee in bankruptcy for either party.
- b. Upon the occurrence of one or more Events of Default, the non-defaulting party shall give the defaulting party written notice specifying such default. If the defaulting party fails to cure the default within thirty-five (35) days after its receipt of such notice, the non-defaulting party may terminate this Agreement immediately and without further notice.
- c. Upon termination of this Agreement all rights of the Agent shall cease, except as otherwise specifically set forth herein, but such termination shall not prejudice any obligation or claim which **Bill Casey Consulting** or Agent may have against each other.
- d. Upon termination, the Agent shall immediately discontinue the use, if any, of all trade names, trademarks or other materials owned by **Bill Casey Consulting** and used by Agent regarding the sales of Service, remove all signs in offices and outlets used by Subagent, and promptly return to **Bill Casey Consulting** all property or materials provided to Agent by **Bill Casey Consulting**. Upon termination, **Bill Casey Consulting** shall retain all information concerning customers at the time of termination.

15. Force Majeure: Neither party shall be liable for delays in performing, or failure to perform this Agreement or any obligations hereunder, which are directly attributable to causes beyond the reasonable control of the party so delayed or failing to perform, including but not limited to, acts of God, fires, strikes, war failure of a common carrier, equipment or suppliers or acts or intervention of any governmental authority. However, the party whose performance is so delayed shall use good faith efforts to minimize the effects of such delay.

16. Notices: All notices or other communications permitted or required hereunder shall be in writing and mailed by certified mail, return receipt requested, or sent by receipted overnight courier addressed as follows:

MASTER AGENT:

Bill Casey Consulting
1029 Piedmont Ave NE
#106
Atlanta, GA 30309
Attn: Bill Casey

SUBAGENT:

Notices shall be deemed given five (5) days after deposit in the US Mail postage prepaid, if sent by certified mail or when received or receipt is refused if sent by receipt overnight courier.

17. Assignment/Survivability: Agent may not assign his/her rights or obligations under this Agreement without the prior written consent of **Bill Casey Consulting**. Any such assignment to which **Bill Casey Consulting** consents or any assignment by **Bill Casey Consulting** shall inure to the benefit of and be binding upon the Assignee. Notwithstanding the foregoing, this Agreement and the rights and obligations of the parties hereunder shall survive any change of ownership or control of either party, whether by statutory merger, consolidation, death or otherwise. Additionally, this Agreement shall survive the death of any shareholders of Bill Casey Consulting, as the corporate rights and obligations under this Agreement shall be assumed by any successor or shareholders on behalf of the Corporation.

18.In the event **Bill Casey Consulting** must institute litigation or retain an attorney in order to enforce its rights under this Agreement, **Bill Casey Consulting** shall be entitled, in addition to any other remedy, to recover from Agent its reasonable attorneys' fees, expert witness costs and court costs.

19. Governing Law: This Agreement shall be deemed to have been executed and delivered in the State of Georgia and it shall be governed by and construed in accordance with the laws of the State of Georgia.

20. Dispute Resolution: If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in the Atlanta GA metropolitan area. The arbitrator shall be entitled to award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees.

21. Headings: The paragraph headings used in this Agreement are for purposes of convenience only and shall not be deemed a part of this Agreement for purposes of construction or interpretation.

22. Severability: In the event that any term or provision of this Agreement shall be deemed or rendered void or unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

23. Waiver: No failure or delay by any party in exercising any right hereof shall operate as a waiver.

24. Amendment: This Agreement may not be amended or modified except by in writing, signed by both parties.

25. Entire Agreement: This Agreement and all attachments hereto, embody the entire agreement and understanding between the parties and supersede all prior oral and written, and contemporaneous oral, agreements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement or intention has been made by either party which is not embodied herein.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

Bill Casey Consulting Inc

AGENT

By: **Bill Casey**

By: _____

Signature:

Signature: _____

Title: **Owner**

Title: _____

Date:

Date: _____

Phone: **404.935.7941**

Phone: _____

Exhibit A Services & Compensation

Search Engine Optimization Services:

1. One-time services ranging from \$250 to \$5,000+
2. Monthly services ranging from \$699.00 to \$5,000+

Web Services:

1. Website Design Services ranging from \$1,500 to \$25,000+
2. Website Custom Application Services development ranging from \$5,000 to \$50,000+
3. Online Stores/ E-commerce sites ranging from \$5,000 to \$50,000+
4. Web Hosting Services ranging from \$150 to \$200/year.

Branding & Sales Collateral Services:

1. Branding & Re-Branding Services ranging from \$3,000 to \$25,000+
2. Business Cards
3. Sales Collateral ranging from \$2,500 to \$20,000+ (commissions will include cost of printing).

Bill Casey Consulting will pay the Agent a percentage of total project's revenue for all Customer Accounts acquired during the term of this Agreement. Percentage rates will be based on role Agent plays in the acquisition and support of Customer.

Bill Casey Consulting will be compensating the Agent a percentage of the billed income received by the customer. Bill Casey Consulting bills 50% up-front and 50% upon project completion. Agent's Commission will be split into two even payments once Customer pays their invoices.

Claim on Commissions: Agent shall have no claim for commissions unless **Bill Casey Consulting** has received payment from Customer for Agents' Accounts.

Type of Sale/ Agent/ Commission:

Referring Agent --- 15% --- :

- o Agent makes Customer introduction to **Bill Casey Consulting** Sales Associate / Managing Partners and is responsible for facilitating closure of sale in conjunction with Sales Associate / Managing Partner.

Lead Agent --- 10% --- :

- o Agent hands lead referral only to Sales Associate / Managing Partner.

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit A as of the Effective Date first written in the Agreement.

Bill Casey Consulting, LLC

Agent

By: _Bill Casey

By: _____

Title: _Owner

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____