

DANDESMOND.COM
INDEPENDENT SALES REPRESENTATIVE AGREEMENT

This Independent Sales Representative Agreement (also referred to as the "Agreement") is entered into as of Effective Date, _____ by and between Dan Desmond a sole proprietor, with its principal place of business located at 4830 1st Street North, St. Petersburg, Florida 33703 (the "Company"), and

Sales Representative's Full Name:

_____, an individual located at

Sales Representative's Address:

_____, (the "Representative").

RECITALS

WHEREAS, the Company is engaged in the business of selling sunglasses, miscellaneous personal accessories, and any and all legally permitted products and services that comply with all applicable laws and regulations.

WHEREAS, the Company desires to engage the Representative as an independent sales representative to promote and sell the Company's products and/or services; and

WHEREAS, the Representative desires to provide such services to the Company on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ENGAGEMENT** The Company hereby engages the Representative as an independent sales representative, and the Representative hereby accepts such engagement, to promote and sell the Company's products and/or services on the terms and conditions set forth in this Agreement.
2. **DUTIES OF REPRESENTATIVE** The Representative shall use their best efforts to promote and sell the Company's products and/or services to potential customers. The Representative shall comply with all applicable laws, regulations, and the Company's policies and procedures in performing their duties under this Agreement.
3. **TERRITORY** The Representative shall have the non-exclusive right to promote and sell the Company's products and/or services with no geographical restrictions.
4. **INDEPENDENT CONTRACTOR** The Representative is an independent contractor and not an employee, agent, partner, or joint venturer of the Company. The Representative shall not have the authority to bind the Company, and shall not represent themselves as an employee or agent of the Company.
5. **COMPENSATION** Our business model operates solely on a commission-based structure, ensuring that our earnings are directly tied to the success of our representatives. The pricing structure includes a built-in commission. When you purchase a product for resale it already incorporates our service fee. This allows us to provide you with a streamlined process without any additional fees and/or charges.
6. **RECRUITING** Upon successfully recruiting a new sales agent, you will be rewarded with five (5) free pairs of bonus sunglasses, a value of \$125. The Company will send these bonus sunglasses within ten (10) business days.

7. EXPENSES The Representative shall be responsible for all expenses incurred in connection with their activities under this Agreement and/or otherwise, including, but not limited to, travel, lodging, meals, and other expenses. The Company does not make reimbursements.
8. TERM AND TERMINATION This Agreement shall commence on the Effective Date and continue until terminated by either party upon 10 days' written notice to the other party. Upon termination of this Agreement, the Representative shall cease all activities on behalf of the Company.
9. INDEMNIFICATION The Representative shall indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, and expenses, including reasonable attorney's fees, arising out of or in connection with the Representative's breach of this Agreement or any negligent or wrongful acts or omissions by the Representative.
10. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles. Any disputes arising out of or relating to this Agreement shall be resolved exclusively by the state and federal courts located in the Florida counties of Pinellas and/or Orange, and the parties hereby consent to the personal jurisdiction and venue of such courts in those Florida state counties.
11. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.
12. AMENDMENTS AND WAIVERS No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.
13. ASSIGNMENT The Representative may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Company.
14. NOTICES All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent via email, or when mailed by certified, or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth at the beginning of this Agreement, or to such other address as either party may designate by notice to the other party.
15. SEVERABILITY If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.
16. COUNTERPARTS This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Company Name: DanDesmond.com

Company Agent: Dan Desmond

Signature of Company Agent: _____

Sales Representative's Full Name: _____

Sales Representatives Signature: _____