

# COMMISSION AGREEMENT

This COMMISSION AGREEMENT (called hereafter "AGREEMENT") is between \_\_\_\_\_ (hereinafter "REPRESENTATIVE"), an individual in the State of \_\_\_\_\_ with a principal place of business located at \_\_\_\_\_, and BBTS (hereinafter "OWNER"), [Business By The Sea] with a principal place of business located at 24331 Muirlands Blvd, Unit 4-125, Lake Forest, CA 92630.

## WITNESSETH:

WHEREAS, subject only to those items disclosed in this Agreement, REPRESENTATIVE wants to represent the OWNER and documentation identified in literature for products and services provided by BBTS.

WHEREAS, the OWNER will guarantee exclusivity on prospects and clients closed by REPRESENTATIVE as long as REPRESENTATIVE provides monthly proof of activity in providing customer service to those customers provided by BBTS or other prospects.

WHEREAS, OWNER has granted exclusive rights to REPRESENTATIVE to contact customers and prospective contacts and OWNER and manufacturers represented shall pay commissions on all business brought to OWNER.

WHEREAS, REPRESENTATIVE recognizes all sales, marketing, literature, software programs, agreements, licenses, and other material provided to REPRESENTATIVE by OWNER, as items owned by the BBTS and must be returned upon request.

WHEREAS, address for the OWNER is:

**Business By The Sea**  
**24331 Muirlands Blvd, Unit 4-125**  
**Lake Forest, CA 92630**

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and REPRESENTATIVE, intending to be legally bound, hereby agree as follows:

## COMMISSION

Effective as of \_\_\_\_\_ and for a period of one (1 year) year, and continuing thereafter unless cancelled by either party, starting on the effective date of this Agreement, subject to the rights reserved and retained herein, OWNER shall pay REPRESENTATIVE commission on all products and services booked with OWNER. REPRESENTATIVE receives a one-time commission of \$160 on each of first two Kangen Water Units, then \$320 on 3<sup>rd</sup> to 10<sup>th</sup>; \$480 on 11<sup>th</sup> to 20<sup>th</sup>; and from 21 plus \$640 on each unit you reach 24 accounts. Then the commission is increased based on quantity. All other products (software, telecommunications, etc) a minimum commission of ten (10%) percent and a maximum commission of thirty-five (35%) percent on all commissions on net sales paid to OWNER for software products, services, support and/or renewals. All commissions are paid on or before the 10<sup>th</sup> of the month after receipt of full payment to the OWNER. OWNER's manufacturer distributor agreement will also pay, or effect commission payments via companies that own products sold by OWNER per the REPRESENTATIVE. A pre-commission of at least \$200 and as much as \$300 is paid for meeting confirmations with at least 4-5 people at any location nationwide.

## ADDRESS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under signatures effective as of the date herein.

**[OWNER] Dated:** \_\_\_\_\_

Business By The Sea  
24331 Muirlands Blvd, Unit 4-125  
Lake Forest, CA 92630  
800.477.2334  
949.328.126  
Patrick@tarzian.net

Signature \_\_\_\_\_

**[REPRESENTATIVE] Dated:** \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_

Note: REPRESENTATIVE is an independent business person and is not an employee or agent. REPRESENTATIVE is paid by check or deposit into REPRESENTATIVES account or by USMail based on W-9 status reported on a 1099 form.

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