

Independent Sales Representative Agreement

Date:

Name of Employee:

Address:

City, State, Zip:

This form will confirm your engagement as an independent sales representative for *No Fun Left Behind* (hereinafter referred to as "the Company") under the following terms and conditions:

1. You will devote your best efforts for the solicitation of orders resulting in sales of our educational products to teachers and parents located in your home area.
2. You are hereby retained as an independent contractor and not as an employee or partner of the Company. As an independent contractor, you shall be solely responsible to pay all applicable taxes arising from payments made to you by the Company, including, but not limited to, social security, self-employment taxes and disability insurance.
3. You agree to indemnify and hold the Company harmless from any and all liability, claims, demands or requirements imposed by federal or state law upon self-employed individuals arising from payments made to you under this Agreement.
4. You agree to bear all expenses incurred in your sales endeavors except those which the Company agrees to pay for in writing.
5. You agree to make no representations, warranties or commitments, and you will execute no agreement on behalf of the Company nor hold yourself out as having such authority.
6. You agree that if you operate a motor vehicle during the term of this Agreement, the Company is not responsible for any damage or loss sustained by the use of said automobile during the term hereof.
7. The Company has the sole right to establish, alter or amend product prices, delivery schedules and discounts, and the Company will give you timely notice of any and all changes.
8. In full payment for all services to be rendered by you, the Company shall pay you a commission of the following:
 - 30% of your net independent sales
 - 15% of your net group sales

You will also receive 40% off retail prices off of any of the Company's products while in 'good standing'. Good standing is defined as you have successfully concluded sales, solicit new orders, and maintain accurate sales records.

9. All orders are subject to acceptance by the Company at our home office in Whittier, CA and the Company may reject an order at any time for any reason.

10. The Company shall furnish you with copies of all invoices for your shipments of our product and shall keep an accurate set of books and records regarding commissions due. Commission statements and payments shall be processed through our main office in Whittier, CA and sent to you no later than the Twentieth (20th) day of the following month. Commission statements presented to you shall be deemed correct unless objections in writing are received by the Company within Thirty (30) days from the issuance of same.

11. You agree to assist the Company in all collection efforts from your non-paying customers.

12. This Agreement may be terminated by either party at any time for any reason. Said termination will be effective immediately after either party sends to the other, by Certified Mail, Return Receipt Requested, a written notice of intent, including electronic mail, to terminate. Notwithstanding the foregoing, the Company shall be able to terminate this Agreement immediately, without the sending of the aforesaid written Thirty (30) day notice, upon your death, bankruptcy, or in the event you breach any of the material terms of this Agreement.

13. In the event you send the Company written notice of your intent to terminate this Agreement pursuant to Paragraph 12, you shall cease soliciting orders for the Company immediately on the day said notice of termination is received or given by you.

14. At the termination of this Agreement, a final accounting will be made between the Parties. In the event you send the Company notice of your intent to terminate this Agreement pursuant to Paragraph 12, you will receive full commission on all your accepted orders to be received within 30 days, pursuant to Paragraph 15.

15. At the termination of this Agreement, you shall immediately cease using any sales materials and product samples in your possession or under your control, including all catalogs, brochures, advertising, literature and other property of the Company, immediately upon our request. Final compensation due, if any, shall not be paid until such property is received by us and has been returned in reasonably good condition.

16. Both parties acknowledge that this Agreement may not be transferred, sold or assigned to any other individual, corporation, partnership or joint venture.

17. You hereby covenant, warrant and represent all information obtained from the Company with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever. The Company shall be entitled to an injunction restraining you from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.

18. Any claim or controversy arising among or between the parties hereto and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in Los Angeles County, CA by Three (3) arbitrators under the then prevailing rules of the American Arbitration Association.

19. There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.

20. If any provision of this Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

21. This Agreement shall be governed by the laws of the State of California.

Your signature in the lower left-hand corner of the copy hereof will indicate the acceptance of the terms and conditions herein stated, and thereafter this letter shall constitute our whole and complete agreement concerning your engagement which may not be orally modified or extended.

Very truly yours,

No Fun Left Behind
("The Company")

By: Shifon Berumen
(Owner)

Consented and Agreed to:
By:

By:

DATE: