

# **Independent Contractor Telemarketer Sales Manager Agreement**

This Independent Contractor Telemarketer Sales Manager Agreement, hereafter referred to as "Agreement," is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (hereafter referred to as "Independent Contractor") and LearnToBeRich.com, Inc. (hereafter referred to as "Company").

Independent Contractor and Company agree as follows:

**Engagement:** Company hereby engages Independent Contractor, and Independent Contractor accepts engagement, to provide to Company the following services:

1. Hire and manage independent contractor telemarketers to do outbound telemarketing to real estate agents and real estate brokers to sell "Sponsorships" as described on:

<http://RealEstateGuild.com/sponsor/>

2. Give, at minimum, weekly updates including number of independent contractor telemarketers working on project, number of calls made and number of sales made. Other metrics that are meaningful may be requested by Company and will be provided by Independent Contractor.

3. Create and submit for approval all scripts. We must approve all scripts before use.

4. Telemarketers must use approved scripts.

5. Payment is 25% of the set up fee collected. Plus, 15% of the monthly fee collected for as long as you are an Independent Contractor for our company. This fee is for on-going account management and to act as a liaison between the real estate agents or real estate brokers (hereafter referred to as "Sponsors") and Company.

**Term:** Independent Contractor shall provide services to Company pursuant to this Agreement for a term commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Place of Work:** Independent Contractor shall render services solely at Independent Contractor's offices.

**Time:** Independent Contractor's daily schedule and hours worked under this Agreement on a given day shall generally be subject to Independent Contractor's discretion, provided that Independent Contractor and Company anticipate that Independent Contractor shall work on average \_\_\_\_ hours per week in the performance of services pursuant to this Agreement. Company relies upon Independent Contractor to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

**Payment:** Company shall pay Independent Contractor 25% of the set up fee, for each set up fee collected and 15% of the monthly fee collected from sales that Independent Contractor (or Independent Contractor's telemarketers working under you) generates, for as long as you are an Independent Contractor for Company, pursuant to this Agreement. Independent Contractor shall bear all of Independent Contractor's expenses incurred in the performance of this Agreement.

**Covenant Not to Compete:** During the term of this Agreement and for a period of \_\_\_\_\_ months thereafter, Independent Contractor shall not within \_\_\_\_\_ miles without Company's written permission consent, directly or indirectly, either for his own account, or as a partner, shareholder, officer, director, employee, agent or otherwise; own, manage, operate, control, be employed by, participate in, consult with, perform services for, or otherwise be connected with any business the same as or similar to the business conducted by Company. In the event any of the provisions of this Section titled Covenant Not to Compete (hereafter referred to as Covenant), are determined to be invalid by reason of their scope or duration, this Covenant shall be deemed modified to the extent required to cure the invalidity. In the event of a breach, or a threatened breach, of this Covenant, Company shall be entitled to obtain an injunction restraining the commitments or continuance of the breach, as well as any other legal or equitable remedies permitted by law.

**Confidentiality:** During the term of this Agreement, and thereafter for a period of 60 months, Independent Contractor shall not, without the prior written consent of Company, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Company's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes and object codes.

Confidential Information shall not include any information that:

1. Is disclosed by Company without restriction; or
2. Becomes publicly available through no act of Independent Contractor; or
3. is rightfully received by Independent Contractor from a third party.

## **Termination:**

1. Company may terminate this Agreement without notice as follows:
  - A. If Independent Contractor is no longer able to provide the services by reason of temporary or permanent illness, disability, incapacity or death; or
  - B. Breach or default of any obligation of Independent Contractor pursuant to Covenant Not to Compete, or Confidentiality, of this Agreement, or
  - C. Breach or default by Independent Contractor of any other material obligation in this Agreement, which breach or default is not cured with five (5) days of written notice from Company.
2. Independent Contractor may terminate this Agreement with a \_\_\_\_\_ day notice as follows:
  - A. Breach or default of any material obligation of Company, which breach or default is not cured within five (5) days of written notice from Independent Contractor; or
  - B. If Company files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Company, any of the foregoing of which remains un-dismissed for a period of sixty (60) days.

**Independent Contractor:** Independent Contractor is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Company. Independent Contractor shall not be entitled to nor receive any benefit normally provided to Company's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Company shall not be responsible for withholding income or other taxes from the payments made to Independent Contractor. Independent Contractor shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Independent Contractor pursuant to this Agreement.

**Tools and Supplies:** Unless otherwise agreed to by Company in advance, Independent Contractor shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Independent Contractor's services hereunder.

**Controlling Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and, where required, the county of Larimer.

**Headings:** The headings in this Agreement are used for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

**Final Agreement:** This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

Notices: Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

If to Independent Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Company:

LearnToBeRich.com, Inc.  
1001-A E Harmony Rd PMB#512  
Fort Collins, CO 80525

**Severability:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

**IN WITNESS WHEREOF,** this Agreement has been executed by the parties as of the date first above written:

\_\_\_\_\_  
Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
As Officer, LearnToBeRich.com, Inc

\_\_\_\_\_  
Date