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## COMPANY NAME RESELLER AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Company Name, Inc., a New York corporation having its principal office at \_\_\_\_\_ (hereinafter referred to as “Company Name”), and \_\_\_\_\_, having a principal office or domicile at \_\_\_\_\_ (hereinafter referred to as “Reseller”).

WHEREAS, Company Name is in the business of developing sales training and sales training related products, including but not limited to Internet based sales training, coaching, audiocassettes, videos and sales consulting.

WHEREAS, “Reseller” is in or desires to be in the business of distributing and promoting sales training products and services.

NOW, THEREFORE, in consideration of the mutual premises, covenants, agreements, representations and warranties herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, intending to be bound, agree as follows:

### 1. Relationship of Parties

The relationship between Company Name and “Reseller” during the term of this Agreement will be that of vendor and vendee. Company Name has not granted the “Reseller” a franchise, and the relationship of the parties is expressly not that of franchiser and franchisee or employer and employee. “Reseller” is not the agent of or representative of Company Name for any purpose whatsoever and is not granted, under this Agreement or otherwise, any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Company Name or to bind Company Name in any manner whatsoever. In addition, “Reseller” will be issued a 1099 and will be responsible for all Federal, State and local taxes.

### 2. Grant of Resellership

Company Name hereby grants to “Reseller” a non-exclusive right to sell its QLS (Question, Learn and Solve) internet based sales training course, coaching, audiocassettes and whatever other products it chooses to make available and the “Reseller” chooses to sell. This non-exclusive right to sell is granted within the boundaries of the United States of America, and “Reseller” hereby accepts the non-exclusive right to buy and resell Company Name products and services made available at its sole discretion. The “Reseller” is also authorized to sell Company Name products and to be paid a commission or in the case of other products to

buy and resell these products. See the Current Commission Percentages Paid in the table below.

<i>Current Commission Percentages Paid</i>			
<b>PRODUCT</b>	<b>RETAIL</b>	<b>COMMISSION*</b>	<b>OVER-RIDE**</b>
The "QLS Online Sales Training Course"	\$29.95	20 %	20 %
"Personal Coaching" for the QLS Online Course	\$470.00	15 %	0%
Company Name Sales "Consulting Services"		15 %	0%

\* Commissions are subject to change based on 30 days written notice.

\*\*By signing up additional resellers, you earn an over ride on their direct QLS Online Course Sales.

"Reseller" will also be granted the right to purchase and resell Company Name Products and Services. See Current Wholesale Price Schedule below.

<i>Current Wholesale Price Schedule</i>		
<b>PRODUCT</b>	<b>WHOLESALE*</b>	<b>SUGGESTED RETAIL</b>
<b>5 PACK</b> The "QLS Sales Training Seminar" on audiocassette	\$50.00	\$19.95 per unit
<b>10 PACK</b> The "QLS Sales Training Seminar" on audiocassette	\$85.00	\$19.95 per unit
<b>25 PACK</b> The "QLS Sales Training Seminar" on audiocassette	\$175.00	\$19.95 per unit

\* Wholesale prices are subject to change.

### 3. Reseller Responsibilities

The "Reseller" agrees to:

- a. Provide prompt, professional service to all clients who have purchased Company Name products from the "Reseller".
- b. Comply with all applicable present and future federal, state, county and local laws, ordinances and regulations.
- c. Receive and investigate all complaints from consumers of Company Name products that have been sold by the "Reseller". The "Reseller" hereby agrees to make good faith efforts to resolve all such complaints in a fair and equitable manner and to the client's satisfaction.

### 4. Responsibilities of Company Name

Company Name shall:

Sell to the “Reseller” the products listed in the “Current Wholesale Price Schedule”.

- a. Provide to the “Reseller” technical support and new products from time to time at its sole discretion.
- b. Make its best efforts to insure that all its products are of high quality.
- c. Replace any audiocassettes with physical defects upon return of the defective product to Company Name.

Sample Preview