



Clear Choice Inc.

2902 Park Six Court
Elkhart, IN 46514
574-970-0198

MANUFACTURER'S REPRESENTATIVE AGREEMENT

This agreement, made on the _____ day of _____ entered into by and between CLEAR CHOICE, INC., 52744 Park Six Court, Elkhart, IN 46514, hereinafter referred to as the "Company" and _____, hereinafter referred to as the "Representative" is made for the purpose of clearly defining the selling agreements under which the Representative will sell the company's products.

Witnesseth: That in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

ONE

Effective _____, the Company appoints the Representative and the Representative accepts appointment, as a Representative of the Company in the territory set forth in paragraph two.

TWO

The Representative is authorized and agrees to diligently solicit orders for the Company in the territory described as the states of _____. Representative agrees to pursue sales through distributor sales channels where possible.

THREE

The Representative agrees to solicit orders in accordance with the current pricing and terms supplied by the Company.

FOUR

Commissions will be paid at a rate of Ten (10) percent on orders received for the Company within the Representative territory, and the difference of the Stocking Distributor price and the Non-Stocking Distributor price.

Commissions will be computed on the net billing price of the orders shipped, subject to bad debts, customer returns or allowances (Free Freight, Discounts, Verbal Agreements, etc) of any nature. Commissions will be paid on or about the 20th of every month after receipt of invoice payment.

FIVE

The Representative agrees to work with the Company, and their customers, to retain timely payment for all invoices, and agrees that the Company cannot be held solely responsible for receipt of payment.

Therefore, all commissions will be reduced based on the following:

- 1) 25% Reduction – All invoices that are 60 days past due
- 2) 50% Reduction – All invoices that are 90 days past due
- 3) 100% Reduction – All invoices that are 120 days past due

SIX

All orders shall be subject to acceptance by the Company. Company reserves the right to cancel or refuse any order, and to cancel any unfilled portion of an order.

SEVEN

The Representative will pay all of his/her own expenses, and shall not, therefore, be reimbursed by the Company. The Company will provide, at the Company's expense, all samples, all catalogue materials and demonstration equipment. The Representative shall make every effort to maintain his/her materials and equipment in a clean and saleable condition at all times. The Representative will make every effort to sell and rotate his/her demonstration equipment at least every 90 days to insure fresh equipment. The Representative acknowledges that only one demonstration unit for each model will be issued at any one time. Replacements will be issued upon sale of the afore mentioned units.

EIGHT

The Representative agrees and represents that he is not currently handling, and will not during his/her term of this Agreement, handle any products competitive with the Company.

NINE

This Agreement may be terminated at any time by either party at will and regardless of the grounds or lack of grounds for so doing, by thirty (30) days written notice delivered by certified mail to the other party, at the respective address indicated after their names on page one of this Agreement or at such other addresses as the parties may hereafter designate in writing.

TEN

Upon termination of this Agreement, the Representative shall return to the Company any and all samples, equipment, sales materials, documents and other property delivered to him/her by the Company then in the possession or control of the Representative.

ELEVEN

It is agreed that the relation of the Representative to the Company shall be that of independent contractor and not that of employee. The Company in no way will accept responsibility for the actions of the Representative.

TWELVE

This Agreement shall be constructed under, and the rights and obligations of the parties governed by, the laws and the State of Indiana, in witness whereof, the parties have executed this agreement in duplicate on the above written date.

By _____
The Representative
SS# _____

FED
ID# _____

By  _____
The Company