

THE CLOTHING EXCHANGE COMMISSION AGREEMENT

This Commission Agreement ("Agreement") is between Sara Marsh T/as The Clothing Exchange ("Company") of 4 Gracca Terrace, Bugle, Cornwall. PL26 8RF and [agents name] ("Agent") of [agents address]



In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. **AGENCY:** The Company appoints the Agent as its agent for the following purposes:
 - a. Sale or hire of Maternity & Under 5's clothing in the [agents area] area.
 - b. Collection of stock items for resale / hire from suppliers registered by The Clothing Exchange
 - c. Recruitment of new suppliers, The Clothing Exchange Hosts and Host Venues
2. **INDEPENDENT CONTRACTOR:** This Agreement shall not render the Agent an employee, partner, or joint venturer with the Company for any purpose. The Agent is and will remain an independent contractor in his or her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Agent's compensation hereunder. The Agent shall have no claim against the Company hereunder or otherwise for holiday pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
3. **DUTIES:** The following duties shall be required of Agent:
To act in a professional manner and provide a customer service level on a par with The Clothing Exchange's.

The Agent shall lack authority to bind Company to any agreement or contract until Agent obtains written consent from Sara Marsh of The Clothing Exchange.
4. **INSURANCE:** The Agent will carry liability insurance (including malpractice insurance, if warranted) relative to any service that he or she performs for the Company. The Agent will carry adequate insurance for loss of Clothing Exchange stock for which they have taken responsibility for.
5. **COMMISSION:** For the Agent's services, the Company shall pay the Agent the following commission percentage: 20% of the Agent's total sales, including arranged hires. Commission will be paid monthly in arrears and once commission value is over £50.00.
6. **EXPENSES:** Not applicable. The Company shall not be obligated to reimburse the Agent for any additional expenses incurred in the performance of services pursuant to this Agreement unless agreed in writing by the Company in advance.
7. **TERM:** Unless renewed, this Agreement is valid for one year.
8. **RENEWAL:** This Agreement shall automatically renew for increments of one year, unless either party gives 30 days written notice to the other party of his or her intent not to renew. Notice shall be deemed sufficiently given or served if sent by recorded mail, return receipt requested, addressed as follows:

If to the Company to:

Sara Marsh, The Clothing Exchange, 4 Gracca Terrace, Bugle, Cornwall. PL26 8RF

If to the Agent to:

[Typed or Printed Name of Agent]

[Agent's Address]

The parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

9. EXCLUSIONS: Not applicable
10. MODIFICATION: This Agreement may not be modified except by amendment reduced to writing and signed by both Company and Agent. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.
11. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in the Agent's duties or commission will not affect the validity or scope of this Agreement.
12. GOVERNING LAW: This agreement will be governed by the laws of the United Kingdom without regard for the conflicts of Laws principles.
13. SEVERABILITY: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
14. HEADINGS: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
15. LEGAL FEES: In the event that this Agreement becomes subject to litigation between the parties hereto, the parties agree that the prevailing party shall be entitled to an award of legal fees, costs, and the prevailing statutory interest from the other party.
16. ADDITIONAL ACKNOWLEDGMENTS: Both parties acknowledge and agree that: (a) the parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.
17. FURTHER DOCUMENT: If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

Company:

_____ Date: ____/____/____
[Signature of Company Representative]

[Typed or Printed Name of Company Representative]

Agent:

_____ Date: ____/____/____
[Signature of Agent]

[Typed or Printed Name of Agent]

Copy 1 – retained by agent
Copy 2 – retained by The Clothing Exchange