



INDEPENDENT MANUFACTURING REPRESENTATIVE CONTRACT

Company Name: _____ Established: _____

Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Tel.: _____ Fax: _____

Federal Tax ID#: _____ Representative SS#: _____

Description of Primary Business: _____

Products/Services Offered (Describe/List)

_____	_____
_____	_____
_____	_____
_____	_____

Professional References

Name: _____ Tel: _____ Relationship: _____

Name: _____ Tel: _____ Relationship: _____

Name: _____ Tel: _____ Relationship: _____

Professional Associations and Positions Held (Dates)

1. _____

2. _____

I acknowledge the above information to be accurate to the best of my knowledge. I hereby authorize MJL Engineering & Manufacturing to investigate my references, prior employers, and other matters related to my qualifications as an Independent Representative. I authorize MJL Engineering & Manufacturing to request and obtain a consumer credit report. If such a report is obtained, I understand that I have a right to receive a copy.

Signature of Applicant: _____ Date: _____

INDEPENDENT REPRESENTATIVE MARKETING AGREEMENT

THIS AGREEMENT made this _____ day of _____, between MJL Engineering & Manufacturing ("MJL") and _____ ("Representative").

TERM: This agreement will become effective on the date stated above and shall have a term ending on the earlier of twelve (12) months from the date stated above or at any time by mutual agreement between Representative and MJL. All commissions for accounts funded prior to termination will continue to be honored. Terminated agreements will be eligible for renewal.

SERVICES TO BE PERFORMED: Representative agrees to solicit new prospective commercial clients for MJL, to assist MJL in obtaining completed document packages for MJL's evaluation and possible acceptance in accordance with MJL's instructions to Representative. Representative is responsible for identifying prospects for MJL, gathering pertinent and requisite information in order to prepare any prospective client's accounts for MJL's evaluation and potential relationship. Representative will determine what amount of time to be devoted to the performance of the above-described services. Representative will not use the name of MJL Engineering & Manufacturing for advertising purposes without the express written consent from MJL.

Representative will utilize his or her company services to develop relationships with medical equipment and instrument manufacturers in his or her territory in order to obtain national, repeat accounts in the area of medical carts, rollstands, computer/IT carts, medical cabinets, and other stationary or portable mounting solutions.

All factory net pricing is determined by MJL, and the Representative cannot discount the factory net pricing without the written approval of MJL. The Representative, however, can offer a higher price than the factory net pricing, if the Representative deems that to be appropriate. For products sold for amounts higher than the factory NET pricing, the overage is divided fifty-fifty (50%-50%) between MJL and the Representative. The credit worthiness of the customer is evaluated by MJL, and if approved, MJL will agree to sell products and services to the customer on account. The approval process is the sole responsibility of MJL.

COMPENSATION: In consideration for the services to be performed by Representative, MJL agrees to pay

- Ten percent (10%) of the first order that is generated by the Representative is paid as commission for each new account.
- Seven percent (7%) of all the net sales generated by the Representative is earned as commission within the first full year of opening the account for that specific product.
- After the first year, the Representative will continue to collect the maintenance commission of three percent (3%) as long as MJL is providing the product to the customer and the Representative relationship with MJL is in an active status.

The earned commission by the Representative is paid by MJL when MJL receives the full payment of the products and goods sold. If a customer cancels an order, the paid commission for the order must be returned by the Representative to MJL. MJL maintains the right to deduct the commission amount from any future commission earned by the Representative. MJL deducts commissions on credits, returns, and debts from Representative commission statement. For the purpose of this agreement, bad debts are defined as uncollectable invoices exceeding 120 days.

The commission schedule above is the only compensation that is received by the Representative from MJL. MJL agrees to no other method of compensation, referred or implied, to the Representative. Commissions are earned only on accounts generated in the Representative's designated territory. Any sales outside of the Representative's territory must have prior approval and agreement on commission amount by MJL.

INTERNET LEADS: Many Representatives have Web sites and the ability to allow prospects to apply online for our services. In the case where more than one Representative receives the same application and submits this application to MJL, the application arriving first will be the Representative that will be paid on this transaction should funding occur. The computer time stamp on the e-mail generated by MJL's e-mail system will be the deciding factor.

OBLIGATION OF MJL: MJL agrees to comply with all reasonable requests of Representative and provide access to all documents and forms reasonably necessary to the performance of Representative's duties under this Agreement.

MARKETING: MJL Engineering & Manufacturing may provide Representative with marketing materials. Any use of MJL's marketing materials must be pre-approved and not altered whatsoever. This includes use of MJL Engineering & Manufacturing material and/or information on internet Web sites.

TERMINATION: In case of any misrepresentation of facts about MJL by the Representative or any other gross misconduct, MJL retains the right to notify the Representative, in writing, of termination of their relationship. No other compensation shall be due to the Representative upon termination of this agreement by either party.

MISCELLANEOUS: MJL has the sole right to establish, alter, or amend product specifications, prices, delivery schedules and discount. MJL provides timely notifications of any and all changes to the Representative. The Representative may not assign this agreement to any company or person without prior written consent of MJL. The Representative is not an employee of MJL, but is an independent contractor. This Agreement forms the entire understanding between the parties.

INDEMNITY: MJL and Representative each agree to indemnify and hold the other party harmless from any causes of action which may arise due to their gross negligence.

Executed at _____ on the date first written above.

INDEPENDENT REPRESENTATIVE

MJL ENGINEERING & MANUFACTURING

COMPANY NAME (PRINT OR TYPE)

BY: _____
Signature

Business Development Manager

Representative's Name

President

Phone Number

*This contract is null and void
if not signed by the President.*

SS# or Federal ID #: _____