



# **INDEPENDENT CONTRACTOR AGREEMENT (Referral Agent)**

# **INDEPENDENT CONTRACTOR AGREEMENT**

## **(Referral Agent)**

This Independent Contracting Agreement is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ whose is located at \_\_\_\_\_, referred to as ("REFERRAL AGENT/ AGENT") and The United Solar, Inc., a Corporation formed under the laws of California, referred to as ("TSI").

In consideration of the premises and the covenants and representations contained herein, the Parties agree as follows:

### **1- RELATIONSHIP**

The above mention person's relationship to "THE UNITED SOLAR, INC" company hereunder shall be that of an "Independent Contractor".

Subject to the terms and conditions of this Agreement, the agent(s) will refer customers to TSI who wants to install the solar system into their house(s), and receive a referral fee from TSI.

### **2- TERM & CONDITION**

The term of this Agreement shall be for a temporary period of 1 (one) year, effective from the date first above written. Thereafter, this Agreement shall continue on a month-to-month basis until terminated by either party with not less than 10 (ten) days prior written notice to the other party.

### **3- INDEPENDENT CONTRACTOR**

"Agent" shall not be deemed to be employees or joint employees of "THE UNITED SOLAR, INC". "Agent" agrees to hold "THE UNITED SOLAR, INC" free and harmless from any and all workers compensation, disability benefits, state, federal or other withholding taxes, unemployment insurance, social security and any other taxes or benefits... for "Agent"

"Agent" shall be responsible for payment of all taxes due as a result of payments made to "Agent" by "THE UNITED SOLAR, INC".

"Agent" will not make any representations of profits, interest, terms or conditions of the Solar/ Renewable Energy business, products or services to anyone/company that conflict with the applicable tariffs of information provided by "THE UNITED SOLAR, INC".

"Agent" hereby agrees not to sub-contract to any other persons/Agents in any various forms without written to THE UNITED SOLAR, INC for an approval, otherwise THE UNITED SOLAR, INC" reserves the right to revoke the rights of "Agent" and terminate the Agreement immediately.

### **4- RULES & RESPONSIBILITIES**

"Agent" agrees to comply with all of The United Solar, Inc, and all of Federal, local government laws, rules, policies at all times, and "Agent" shall be responsible to provide accurate and true all information about the solar system to the customer(s).

If the Agent violate to any of those responsibilities, rules, policies above, he/she must be responsible to pay for all damages occurred to The United Solar Inc, and all violation charges by law and/or Federal, Local government at Agent's expenses. Also, "THE UNITED SOLAR, INC" company reserves the right to revoke the rights of "Agent" and terminate the Agreement immediately.

"Agent" hereby agrees that THE UNITED SOLAR, INC" reserves the right to inspect their work(s), and all job records at any times and in the event that "THE UNITED SOLAR, INC" has reason to believes that "Agent" has acted recklessly, "THE UNITED SOLAR, INC" reserves the right to revoke the rights of "Agent" and terminate the Agreement immediately.

"Agent" understands and agrees that "THE UNITED SOLAR, INC" may, at its sole discretion, withhold payments due to "Agent" under the provisions if it becomes apparent that he or she has acted recklessly in "Agent" functions.

"Agent" shall also be responsible for all losses incurred by "THE UNITED SOLAR, INC" and THE UNITED SOLAR, INC's customer(s) due to Agent's violations. Also "THE UNITED SOLAR, INC" may deduct all losses amount from any deposits, commissions, compensations due to "Agent", or at its sole discretion, invoice the "Agent".

## 5- PRICE, PAYMENT AND SCHEDULE

During the term hereof and subject to the terms and conditions of this Agreement, "THE UNITED SOLAR, INC" agrees to pay to "Agent":

### Commission Levels, Rates and Calculation:

All commission levels will be counted in 30 calendar days, and with the commission rates as following:

- Level.1: From 1<sup>st</sup> to 5<sup>th</sup> customer = \$500.00 (five hundred dollars) per customer
- Level.2: From 6<sup>th</sup> to 10<sup>th</sup> customer = \$750.00 (seven hundred fifty dollars) per customer
- Level.3: From 11<sup>th</sup> customer + = \$1,000 (one thousand dollars) per customer

Example: Agent referred customers to TSI:

From January 12, 2014 to January 30, 2014 = 13 customers

Commission will be counted and paid:

- Level.1: 5 customers X \$500/customer = \$2,500
- Level.2: 5 customers X \$750/customer = \$3,750
- Level.3: 3 customers X \$1,000/customer = \$3,000

Total commission in the calendar for the month of January is: \$2,500 + \$3,750 + \$3,000 = \$9,250

From February 1, 2014 to February 6, 2014 = 7 customers

Commission will be counted and paid:

- Level.1: 5 customers X \$500/customer = \$2,500
- Level.2: 2 customers X \$750/customer = \$1,500

Total commission in the calendar for the month of February is: \$2,500 + \$1,500 = \$4,000

### Schedule and Payment:

- 3 (three) weeks after customer(s) signed the "Solar System Installation Agreement", Agent shall receive 70% of their commission.
- 7 (seven) days after the date of completed the installation, Agent shall receive 30% of their commission.

## 6- CONFIDENTIAL INFORMATION

Independent Contractor/Agent hereby acknowledges and agrees that all information disclosed to Independent Contractor/Agent by "THE UNITED SOLAR, INC" or by others associated with "THE UNITED SOLAR, INC" including, but not limited to, sub-Agents, vendors or suppliers, whether written or oral, relating to "THE UNITED SOLAR, INC" 's business activities, including all customer names or lists and all methods, operations, plans, information about existing, new or envisioned products or services and the development thereof, scientific, engineering or technical information relating to the interface with Companies and Providers, marketing or product promotional material, including brochures, product literature, rate sheets, and reports generated to customers unpublished lists of names, any and all information relating to order processing, pricing, costs and quotations, and any and all information relating to the relationship between "THE UNITED SOLAR, INC" and Independent Contractor/Agent, including the terms and conditions of this Agreement, is Confidential Information, and is proprietary information of "THE UNITED SOLAR, INC" and any disclosure or unauthorized use by Independent Contractor/Agent, their employees, agents, or Independent Contractors/Agents, shall cause immediate, substantial and irreparable harm to "THE UNITED SOLAR, INC".

During the term of this Agreement and for a period of five years after termination of this Agreement, Independent Contractor/Agent agrees not to reveal, divulge, make known, sell, exchange, lease or in any other way transfer any Confidential Information, Customer Information or any terms of this Agreement to any third party or to utilize such Confidential Information, Customers Information or terms of this Agreement in competition with "THE UNITED SOLAR, INC" or any of its other Independent Contractors/Agents. "Independent Contractor/Agent" agrees that "THE UNITED SOLAR, INC" shall be entitled to equitable relief, injunctive relief and restraint in addition to any other legal remedies it may have as recourse for the breach by Independent Contractor/Agent of this confidentiality provision.

## **7- COMPETITION**

Independent Contractor/Agent agrees on behalf of itself, its employees, associates, agents and Independent Contractors, that it will not, during the term of this Agreement and for a period of five years following the termination of this Agreement, solicit for employment, employ, or contract with any person or carrier for purposes of employment, any person who is a current employee or other Independent Contractor of "THE UNITED SOLAR, INC", or has been an employee, Independent Contractor of "THE UNITED SOLAR, INC" during the previous six (6) months. Independent Contractor/Agent further agrees that during the term of this Agreement and for a period of one year following termination of this Agreement, it will not, directly or indirectly, either alone or with others, solicit, initiate the submission of proposals from, or encourage, entertain or enter into any arrangement, agreement or understanding with, or engage in any discussions with, or furnish any information to, or otherwise promote to any customer/investor of "THE UNITED SOLAR, INC", the services of any competitor which are in competition with the "THE UNITED SOLAR, INC" Services. Independent Contractor/Agent agrees that monetary damages for breach of its obligations under this provision may not be adequate and that "THE UNITED SOLAR, INC" shall be entitled to injunctive relief in addition to any other legal remedies to which it may be entitled.

## **8- TERMINATION**

"THE UNITED SOLAR, INC" may terminate this Agreement effective immediately in the event of Default or breach of any part of this Agreement by Independent Contractor/Agent, as defined herein or in the event of:

- A breach by Independent Contractor/Agent of any covenant, term, or condition of this Agreement.
- The death or incapacity of Independent Contractor/Agent, if Independent Contractor is a natural person
- Independent Contractor/Agent engages in any fraudulent activity relating thereto; or
- The actual or attempted assignment by Independent Contractor/Agent of this Agreement or any of Independent Contractor's duties under this Agreement to another party.
- State and/or Federal law forbid, place restrictions on, or limit "THE UNITED SOLAR, INC" 's ability to provide the Services described herein; or
- The liquidation, sale or merger of "THE UNITED SOLAR, INC"; or etc.

## **9- ARBITRATION & NOTICES**

Any and all disputes arising out of or relating to this Agreement shall be determined and resolved by arbitration in the County of Orange, State of California, in accordance with the rules of the American Arbitration Association. The decision rendered by the arbitrator(s) shall be final and binding upon the parties, and a judgment thereon may be entered in the highest court of the forum so having jurisdiction over the matter.

All notices or other communication required or permitted by this Agreement shall be in writing and shall be deemed effectively given when presented personally or on the third (3) day after mailing by certified or registered mail, return receipt requested, with proper postage prepaid to a party at the address specified below or at such other address as either party may hereafter designate by notice.

**ENTIRE AGREEMENT**

This Agreement, with attachments, represents the entire Agreement between "Independent Contractor/Agent" and "THE UNITED SOLAR, INC" with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, concerning the subject matter herein and may not be changed or modified except by written amendment signed by "Independent Contractor/Agent" and "THE UNITED SOLAR, INC". This Agreement shall be construed in accordance with and governed by the laws of the State of California. Should any civil action or legal proceeding be brought by either party to this Agreement against the other, the party prevailing in such action or proceeding shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for attorney's fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**INDEPENDENT CONTRACTOR/ AGENT**

**THE UNITED SOLAR, INC (TSI)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Driver License Number, State Issue

\_\_\_\_\_  
Expiration date

**ADDRESS FOR NOTICES**

**"Independent Contractor/Agent"**

**THE UNITED SOLAR, INC**

Attn:

Attn:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Street Address (mailing address)

\_\_\_\_\_  
City, State, Zip Code