


National Account Manager Agreement

- 🔊 Here is a sample hiring agreement for a National Account/Sales Manager – it can be tweaked to accommodate a number of similar positions.
- 🔊 The first part of the Memorandum should be completed and distributed to the Vendor along with a copy of the Advertising Cooperative Agreement.

Date: **[Date]**

To: **[Name of Manager]**

From:  **Owner/Founder]**
[Company]

Subject: **National Account Manager Agreement**

Attached is our National Account Manager Agreement in order to establish the arrangement as to how we will work together to achieve our mutual objectives..

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!


From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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We're building a network of  business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

National Account Manager Agreement

Effective Date [Date]

between [Manager] (“National Account Manager”)
residing at [Address]

and [Company Legal Name], Inc. (“[Company]”)
a [State] [Corporation/LLC/]
located at [Address]
[City], [State] [Zip Code]



1. Appointment & Business Territory

[Company] appoints National Account Manager and National Account Manager agrees to act for [Company] as its [non-]exclusive authorized sales representative with the primary responsibility of servicing the Business Territory described in Appendix “A” and subject to all of the terms and conditions of this Agreement.

2. Products

2.1 The products covered by this Agreement are the Software listed in Appendix “B” included in this Agreement and as amended from time to time in the sole discretion of [Company].

2.2 All sales by National Account Manager shall be at such prices, on such terms and according to such sales agreements as established solely by [Company], and [Company] has the right, in its sole discretion, at any time, to establish, change, alter or amend prices, terms and conditions of sale and sales agreements.

2.3 The National Account Manager and his employees and agents, as the case may be, shall solicit and take but shall not *accept* orders for the Software and shall forward all such orders promptly to [Company]. All orders and modifications to orders arranged through National Account Manager and his employees and agents are subject to acceptance, rejection or revocation solely by [Company] as provided in Section 7 in this Agreement.

2.4 Any samples, demonstration equipment or sales tools which may, in [Company]'s sole discretion, supplied to the National Account Manager shall remain the property of [Company] and shall be held by National Account Manager as a bailee of [Company]. [Company] may charge the account of the National Account Manager for any such samples, equipment or tools not returned to it in good order upon request.

3. Status of National Account Manager

3.1 The parties to this agreement expressly understand and agree that the National Account Manager is an independent contractor in the performance of each and every part of this Agreement and is solely and personally responsible for all of his employees and agents, if any, and his labor costs and expenses arising in connection with them and for any and all claims, liabilities, damages and debts of any type whatsoever that may arise on account of National Account Manager's activities, or those of his employees or agents, in the performance of this Agreement. [Company] is in no manner associated or otherwise connected with

the actual performance of this Agreement on the part of the National Account Manager, nor with the National Account Manager's employment of other persons or incurring of other expenses. Except as expressly provided in this Agreement, [Company] shall have no right to exercise any control whatsoever over the activities or operations of National Account Manager.

3.2 The National Account Manager shall assume full responsibility for the proper reporting and payment of all federal, state and local taxes, contributions and/or special levies imposed or required under unemployment insurance, social security, income tax (state and federal), and/or other laws or regulations, with respect to the performance of National Account Manager and his employees and agents of this Agreement, and National Account Manager agree to exonerate, indemnify and hold [Company] harmless from any liability, loss, damage or claim arising against or incurred or paid by [Company] by reason of any failure by National Account Manager fully or timely to assume said responsibilities.

3.3 The National Account Manager shall obtain such authorizations, licenses, permits and other governmental or regulatory agency approvals as are required for the performance of this Agreement by National Account Manager and/or his employees and agents, if any, and [Company] shall have no responsibility whatsoever for that and shall incur no liability arising from the National Account Manager's possession, or lack of possession, of such requisite governmental authorizations and approvals.

4. Responsibilities of National Account Manager

4.1 National Account Manager's duties under this agreement are as follows:

(a) National Account Manager shall use his best efforts to adequately promote the sales and service of the Software within the business area on a continuing basis in adherence with good business practices and shall diligently perform all other duties as mutually agreed upon in this Agreement.

(b) National Account Manager shall solicit and forward to [Company] sufficient orders for the Software so as to meet or exceed its quarterly sales quotas as established by [Company] in its discretion from time to time.

(c) National Account Manager shall employ sufficient qualified employees and agents to assist in diligently performing all of its duties as mutually agreed upon in this Agreement.

(d) National Account Manager and his employees and agents shall establish contact and provide liaisons with key personnel of Company's customers in the business area

(i) prior to order requirements,

(ii) to service various technical needs and

(iii) to resolve Product-related problems.

(e) National Account Manager shall keep [Company] informed as to any problems encountered with the Software and as to any resolutions arrived at for those problems and shall communicate promptly to [Company] any and all modifications, design changes or improvements of the Software suggested by any customer of [Company] or by any employee or agent of National Account Manager. National Account Manager further agrees that [Company] shall acquire any and all rights and interests in any such suggested modifications, design changes or improvements of the Software without the payment of any consideration for such either to National Account Manager, his employees or agents or to any customer. National Account Manager further agrees to indemnify and hold [Company] harmless from any and all claims, liability, damages or expense (including court costs and attorneys' fees) arising from or related to any misrepresentation made by National Account Manager (or by his employees or agents) to any person (including any employee or agent of National Account Manager or any customer) in connection with any possible payment or other possible consideration by [Company] in exchange for any such suggested modifications, design changes or improvements of the Software.

(f) Supply [Company] with copies of all correspondence sent by the National Account Manager to

[Company]'s customers. Such correspondence shall include, but shall not be limited to, all letters, quotes, proposals and acknowledgment and all revisions and modifications to them.

(g) National Account Manager shall submit to [Company] reports on a monthly basis containing such pertinent information about the customers, the Software and their distribution within the business area as [Company] may reasonably request including, without limitation, credit information in connection with the customers, the volume and dollar amount of orders arising through National Account Manager, the names and other identification of all possible purchasers of the Software for such period and any pending negotiations for the sale of Software.

(h) National Account Manager shall submit to [Company] a market sales forecast on the fifteenth (15th) day of March, June, September and December for each ensuing quarter during the term of this Agreement in form and substance satisfactory to [Company] and including such information as [Company] may reasonably request.

(i) National Account Manager may assist [Company], at [Company]'s request, in promotional sales campaigns and attend trade and industry shows or conventions affecting the business area.

(j) National Account Manager shall comply with all order entry and sales lead follow-up procedures established by Company.

4.2 The failure of the National Account Manager to comply with any of his obligations defined in Section 4.1 of this Agreement shall constitute a breach of this Agreement and shall entitle [Company] to give notice to the National Account Manager requiring the National Account Manager to cure the breach. If any such breach is not cured within thirty (30) days after receipt of such notice, [Company] shall be entitled to immediately terminate this Agreement in accordance with Section 9.2(a).

5. Compensation

5.1 National Account Manager's compensation for sales made under this agreement shall be in accordance with Appendix "C" included in this Agreement by this reference. The term "net invoice price" shall mean the total invoice price at which the sale is invoiced to the customer, but excluding shipping and mailing costs, taxes, insurance, any allowances or discounts granted to the customer and all charges for installation or instruction.

5.2 There shall be deducted from any sums due the National Account Manager:

(a) An amount equal to commissions previously paid or credited to the National Account Manager on sales where all or substantially all of the consideration relating to that has since been returned to the customer or in the event only a portion of such consideration has since been returned to the customer or allowances have been credited to the customer by [Company], the pro rata amount of previously paid or credited commissions on such returns or allowances.

(b) A pro rata amount of commissions previously paid or credited to the National Account Manager on sales where less than the total purchase price of the Software is ultimately paid by the customer, whether by reason of the customer's bankruptcy, insolvency or for any other reason whatsoever which, in [Company]'s judgment, renders the account uncollectible in whole or in part, in which event, if any sums are later realized upon the uncollectible account, [Company] will pay National Account Manager the percentage of commission applicable to the amount of the actual collection.

5.3 When an order received by [Company] through National Account Manager has been influenced by another of [Company]'s sales representatives, or the Product is to be delivered outside of the National Account Manager's business area, [Company] may, in its sole discretion, but shall not be required to, designate a commission split between the National Account Manager and any one or more other authorized sales representative(s), as the case may be. Any such commission split may be discussed with the sales representative involved, but [Company] shall make any decision in its own sole discretion, and any such decision shall be final.

6. Company Responsibilities

6.1 [Company] shall have the following responsibilities:

- (a) Provide National Account Manager with sales and technical information regarding the Software;
- (b) Provide National Account Manager with a reasonable amount of literature pertaining to [Company] and to the Software;
- (c) Inform National Account Manager within a reasonable time of any changes in the Software, prices, terms of payment, delivery schedules and/or Product Warranties;
- (d) Subject to the other terms and conditions of this Agreement (including, without limitation, Section 7 of this Agreement), use its best efforts to fill accepted orders arranged through National Account Manager promptly, insofar as practical and consistent with [Company]'s various policies, production capacity and shipping schedule;
- (e) Compensate National Account Manager in accordance with this Agreement.

7. Acceptance of Business

7.1 All customer orders for Software submitted through National Account Manager according to this Agreement are subject to acceptance or rejection by an officer of [Company], and nothing contained in this Agreement obligates [Company] to accept any such order placed through National Account Manager. No quotation, order or sale will be binding upon [Company] until so accepted and confirmed by [Company]. [Company] will notify National Account Manager of the acceptance or rejection of all orders submitted through National Account Manager. Notwithstanding any other provision of this Agreement, failure to fill all or part of any accepted order arising through National Account Manager for any reason whatsoever shall not render [Company] liable to National Account Manager in any manner whatsoever. [Company] shall not be liable for any liability, damages or penalties for failure or delay in furnishing Software, materials or labor by reason of any cause whatsoever, nor shall [Company] be liable for any incidental or consequential damages resulting from that.

7.2 National Account Manager has no right, power or authority to bind or obligate [Company] in any manner whatsoever or to affix his name or signature on behalf of [Company] unless expressly authorized to do so in writing by [Company]. National Account Manager shall not have the right to use the name, logotype, trademarks or slogans of [Company] without the written consent of [Company] and any such use with such consent of [Company] shall only be in the manner expressly approved by [Company].

8. Product Warranty

The National Account Manager shall have no right or authority, express or implied, directly or indirectly, to alter, change, enlarge, limit or otherwise modify the representations or warranties made by [Company] in connection with the Software beyond those expressly contained in [Company]'s written Product Warranty, as printed on the envelope containing the software included in every package of [Company] software, and incorporated in this Agreement by this reference. In addition, the National Account Manager shall make no delivery promises inconsistent with the authorized delivery schedule of [Company] in effect from time to time under this agreement. In the event that National Account Manager makes unauthorized representations, warranties or guarantees beyond those contained in the Product Warranty or makes promises in connection with the sale, use, distribution, handling or delivery of the Software which are inconsistent with [Company]'s policies, as existing from time to time or at any time, National Account Manager shall indemnify and hold [Company] harmless from any expenses, claims, damages or liability of any nature whatsoever arising from or related to any such unauthorized representations, warranties or guarantees or from any such inconsistent promises, including without limitation, court costs and attorneys' fees.

9. Term & Termination

9.1 Unless terminated earlier as provided in this Agreement, this Agreement shall remain in effect for an initial term of one (1) year from its effective date, and such term and each term subsequently shall be automatically extended for successive one (1) year periods (“extension terms”) unless at least ninety (90) days prior to the end of the initial term or any extension term either party to this Agreement gives written notice of his or its intention not to extend the term of this Agreement.

9.2 This Agreement may be terminated as follows:

(a) For cause, immediately upon the occurrence of any of the following events:

(1) If National Account Manager ceases to do business, or otherwise terminates his business operations; or

(2) If National Account Manager shall fail to secure or renew any license, permit, authorization or approval for the conduct of his business or if any such license, permit, authorization or approval is revoked or suspended; or

(3) In accordance with Section 4.2 of this Agreement, if National Account Manager breaches any provision of Section 4.1 of this Agreement; or

(4) If National Account Manager shall breach any other provision of this Agreement; or

(5) If National Account Manager seeks protection under any bankruptcy, receivership, trustee, creditors arrangement, composition or comparable proceeding or if any such proceeding is instituted against National Account Manager.

(b) Without any cause, solely for the convenience of the terminating party, upon issuance of at least thirty (30) days written notice of that by the terminating party to the other party.

9.3 In the event this Agreement is terminated according to Section 9.2(a) of this Agreement the effective date of termination shall be the date [Company] serves notice of termination on the National Account Manager. In the event this Agreement is terminated according to Section 9.2(b) of this Agreement, the effective date of termination shall be the thirtieth (30th) day following the date the terminating party serves notice of termination on the other party.

9.4 In the event this Agreement is terminated for any reason whatsoever, [Company] shall not be liable for the payment of any commission to National Account Manager on orders accepted by it 30 days after the termination date.

9.5 [Company] shall incur no liability whatsoever for any incidental, special or consequential damages, losses or expenses of any kind suffered or incurred by National Account Manager arising from or incident to termination of this Agreement by [Company].

9.6 In the event this Agreement is terminated for any reason whatsoever, National Account Manager shall immediately discontinue its use (if any) of the name, logotype, trademarks or slogans of [Company] and the trade names of any of the Software and National Account Manager shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between [Company] and National Account Manager. In addition, National Account Manager shall immediately return to [Company] at National Account Manager’s expense, all samples, demonstration equipment, sales materials, catalogs and literature of [Company] then in the possession of National Account Manager.

9.7 The failure of [Company] to exercise its rights of termination upon the accrual of any cause for termination under this agreement shall not operate to create a waiver or estoppel to exercise such rights at a later date upon continued or further default.

10. Proprietary Information & Non-Disclosure

National Account Manager acknowledges that, in the course of performing his duties under this

Agreement, he may obtain information relating to the Software and to [Company] which is of a confidential and proprietary nature (“Proprietary Information”). Such Proprietary Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, computer programs, schematics, data, customer lists, financial information and sales and marketing plans. National Account Manager and his employees and agents shall at all times, both during the term of this Agreement and after its termination, keep in trust and confidence all Proprietary Information and shall not use such Proprietary Information other than in the course of his duties under this Agreement, nor shall National Account Manager or his employees and agents disclose any of such Proprietary Information to any person without Company’s prior written consent. National Account Manager acknowledges that any such Proprietary Information received by National Account Manager shall be received as a fiduciary of Company. National Account Manager further agrees to immediately return to [Company] all Proprietary Information in National Account Manager’s possession, custody or control in whatever form held (including all copies of all written documents relating to that) upon termination of this Agreement or at any time, or from time to time, upon the request of [Company].

11. General Provisions

🔊 The General Provisions that follow are fairly standard. These provisions enhance the balance of the Agreement by explaining issues such as notice, assignment, legal remedies, waiver, and attorney fees.

11.1 **Independent [Company]s.** The relationship between both parties established by this Agreement is that of independent [Company]s, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

🔊 You must decide which state governs this Agreement and where any legal action would be taken. Generally, it is your (company’s) state of residence.

11.2 **Governing Law & Jurisdiction.** This agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of [State], without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of [State]. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

🔊 This Agreement is intended to be the only Agreement, and that no other documents or communications are binding. Therefore, it is very important to make sure that everything [Company] and [Client] have agreed to is included in this Agreement. Otherwise, it is as if it was not agreed to.

11.3 **Entire Agreement.** This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

🔊 Any changes to this Agreement must be in writing and signed by the party against whom that writing is to be used.

11.4 **All Amendments in Writing.** No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no

provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

☞ All notices between the parties must be in writing and either delivered in person or by certified or registered mail, return receipt requested.

11.5 Notices. Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

☞ In the event of a lawsuit or any legal proceeding involving this Agreement, the losing party will have to pay the winning party his or her costs and expenses, including reasonable attorney fees.

11.6 Costs of Legal Action. In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

☞ Legal remedies, i.e., money damages, may not be sufficient; therefore, both parties agree to equitable remedies such as an injunction where the breaching party would be required to do or not to do something.

11.7 Inadequate Legal Remedy. Both parties understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

☞ Assuming the parties wish to use Arbitration in the event of a dispute, the following section should be included. You take your chances with an arbitrator, but it keeps legal costs down and keeps you out of a drawn out legal process.

11.8. Arbitration. Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in [County], [State] in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. [Company] and [Client] intend that this Agreement to arbitrate be irrevocable.

☞ Merely delaying to bring an action that one party has a right to bring does not cause that party to lose or waive his right to pursue that action.

11.8 Delay is Not a Waiver. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

☞ Neither party will be blamed if there is a problem resulting from something beyond its control, such as an earthquake, flood, war.

11.9 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

- 🔊 This section limits the ability of either party to transfer any of its rights or delegate any of its duties to third parties.
- 🔊 You want to make sure that you can sell your business along with all of the relationships you have developed along the way. (Often these relationships can add tremendous value to your business and you want to make sure that all of your agreements can be transferred to the new owners.) I wouldn't want to seek (let alone pay for) permission to sell my company.
- 🔊 Generally, neither party may assign their respective rights to a third party; however, with the possible exception of assignment to a successor corporation or partnership, either party may transfer its rights or obligations under this Agreement without the approval of the other party. This Agreement would be binding on the 3rd party.
- 🔊 However, you may want to limit each other's ability to pass along this deal to another possibly unknown and possibly unfriendly entity. The second paragraph prevents unauthorized transfer of responsibilities...
- 🔊 CHOOSE one or the other of these two following paragraphs.

11.10 Assignability & Binding Effect. Except as expressly set forth within this Agreement, neither party may transfer or assign, directly or indirectly, this Agreement or its rights and obligations hereunder without the express written permission of the other party, not to be unreasonably withheld; provided, however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

- 🔊 This paragraph DOES NOT ALLOW either party to transfer its rights to a successor company without prior approval.

11.10 Non-Assignability & Binding Effect. Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.

- 🔊 If any part of this Agreement is unenforceable or invalid, the balance of the Agreement should still be enforced. Basically, ignore any sections that are invalid.

11.11 Certain Sections Invalid. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

- 🔊 The headings of the various sections are meant to explain or otherwise give meaning to those sections; they are for convenience only.

11.13 Headings. The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

- 🔊 Even after the termination of the Agreement, the parties may still have certain responsibilities such as keeping information confidential.

11.14 Survival of Certain Provisions. The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Company

Manager

[Owner/Founder]
Vice President - Sales

[Manager]
National Account Manager

Date

Date



Appendix A

Business Area to Service

- Corporate Direct Sales
- Customization
- Corporate Adoption
- Associations as coordinated with [Company] VP of Sales
- xxx



Appendix B

Products & Price List

[Company] RESERVES THE RIGHT, FROM TIME TO TIME AND IN ITS SOLE DISCRETION, TO MODIFY, ALTER, CHANGE, IMPROVE OR DISCONTINUE ANY OR ALL OF THE PRODUCTS COVERED BY THIS AGREEMENT, AND TO ESTABLISH, CHANGE, ALTER OR AMEND THE PRICES FOR ANY OR ALL OF SUCH PRODUCTS.

Prices are exclusive of all federal, state, municipal or other government excise, sales, use, occupation or like taxes now in force or enacted in the future and, consequently, are subject to any increase equal in amount to any tax [Company] may be required to collect or pay upon the sale or delivery of the Software purchased.

☞ We show a few of our own products in here for example.

☞ As often as practical, include a promotional description of the product

Product & Description	Part #	Retail	Reseller	Case (15)
[AgreementBuilder®] [22 plain-English business agreements for making deals with customers, dealers, reps, investors, etc.]	[v 3.0]	\$50	\$34.50	x
[BizPlanBuilder®] [Comprehensive working business and marketing plan for organizing/financing your business—with text & spreadsheets.]	[v 9.0]	\$100	72.50	x
[PublicityBuilder®] [Gain media attention. Comprehensive public relations campaign software helps you implement your PR like a pro.]	[v 3.0]	\$50	34.50	x
[SafetyPlanBuilder®] [Safety policy handbook with 400 pages of pre-written safe work practices. Easily edited for any business.]	[v 3.0]	\$150	100	x

Appendix C

Compensation

National Account Manager shall be entitled to a total commission for each individual sale of the [Software] arranged solely through National Account Manager equal to [Twenty percent (20%)] of the net invoice of each sale made directly to an end-user.

- 🔊 You may even want to include an accelerator – if/when the rep sells more than a certain quota, their commission increases. Some people think a commission cap is a good idea... why? Is the salesperson making too much \$\$\$? Instead give them an incentive to reach a number that will enable them to make some real \$\$\$ -- do the math on what that level of sales performance does for you!
- 🔊 Here we state it as commissions paid on sales after they reach their quota – you could also make their commissions retro-active on all sales. Think about it. If sales NOW are more valuable than sales later...

Within any [calendar year], when revenue generated by the National Account Manager exceeds \$[000,000,000], the sales commission shall increase to [Thirty percent (30%)] on all sales thereafter.

- 🔊 Make sure that you get paid by your customer before you pay the commission!

National Account Manager shall be paid a pro rata portion of each total or partial payment(s) made by a customer on any individual sale equal to the applicable commission times the actual payment(s) made. Commission payment(s) are payable to National Account Manager within the next calendar month following any such total or partial payment(s) made by the customer.