



## CONSULTANT AGREEMENT

### Terms & Conditions

Please read this Independent Consultant Agreement carefully before accepting the terms and conditions and agreeing to be a Consultant. By signing at the end of this agreement, you agree that you have read, understand and are bound by the Independent Consultant Agreement.

1. As an Independent Consultant, I understand and agree:
  - A. I will promote and sell Clever Container products to customers by regularly holding organizing demonstrations. I will not sell Clever Container products on any unauthorized websites on the Internet, Ebay or in any public, retail or service establishments. I will sell Clever Container products in a truthful, sincere and honest manner, and I will conduct myself in a manner that reflects the standards of integrity and responsibility in keeping with the reputation of Clever Container.
  - B. I will protect Clever Container's trademarks and trade name by not reproducing Clever Container's name and/or trademarks or use Clever Container's materials for use in any advertising without the prior written approval of Clever Container.
  - C. I am an independent contractor. I am not an employee, agent, partner or franchisee of, or joint venturer with Clever Container. I cannot act on behalf of, represent or conclude any contracts on behalf of Clever Container. I do not have any authority to incur any decisions or liability on behalf of Clever Container.
  - D. As an independent contractor, I am responsible for all self-employment taxes, income taxes and other filings required by and not covered by any State Unemployment or Workers' Compensation Act. I will not be treated as an employee with respect to the Agreement for federal, state or local law tax purposes, or otherwise. I agree to abide by all federal, state and local laws regarding Clever Container.
  - E. I will present the Company's business opportunity in a truthful manner. I will accept recruiting responsibilities by ensuring a prospective recruit is the age of 18 years or older.
  - F. I will submit product orders to Clever Container, accompanied by full payment by my personal check, money order or any other payment method deemed acceptable by Clever Container. I understand all orders are subject to acceptance by Clever Container.



- G. I understand that information and materials provided to me contain confidential and proprietary information of Clever Container. I may not use, disclose or reproduce these materials for other than my Clever Container business without the express written consent from Clever Container.
- H. I will demonstrate or sell only Clever Container products at organizing demonstrations. I will not demonstrate or sell any other products, including products made personally by me, as part of my Clever Container business, at any organizing demonstration or at a Clever Container sponsored meeting.
- I. I will permit Clever Container to release my name and telephone number in response to a customer request for a consultant unless I notify Clever Container at 23411 Jefferson, Suite 110, St. Clair Shores, MI 48080 that I do not want information released. I also agree that Clever Container reserves the right to assure continued service to customers if I cease to be a consultant.
- J. I agree that Clever Container has the right to audit my sales, including my sales records, to confirm eligibility for awards and commissions, make adjustments when necessary and to otherwise enforce the terms of this Agreement, and I will comply fully with Clever Container's audit requests.

2. Clever Container understands and agrees:

- A. Clever Container will pay consultant commissions based on sales of Clever Container products submitted by consultant.
- B. In addition to commissions, Clever Container will provide additional awards and privileges to "active" consultants. An "active" consultant is one who meets qualified requirements during contest period.
- C. Clever Container will pay an active consultant with one or more active, personally recruited consultants overrides based on sale of commissionable Clever Container products (to customers) submitted by such consultants.
- D. Clever Container will calculate and pay commissions and overrides in accordance with the then current Clever Container published commission override schedules. Clever Container may change commissions, overrides, incentive program rules and active sales requirements at least 30 days' prior written notice to consultant.
- E. Clever Container will not impose on consultant any geographical territories or limits relating to sales and recruiting of consultants in the United States.



### 3. General

- A. This Agreement is subject to acceptance by Clever Container and conditioned upon a starter kit.
- B. This Agreement is effective for at least 12 months from the date of acceptance. After 12 months, this agreement will remain active by maintaining a quarterly sales minimum of \$300.00. After the 3 consecutive months of orders not totaling \$300 in sales, your status will change to inactive. Inactive status will cause you to forfeit the following:
  - 1. All your Personal Recruits. They will be reassigned to your recruiter. Upon reactivation, no personal recruits will be reassigned to you.
  - 2. All your Clever Cash to date that has not been submitted.
  - 3. Your sales-to-date total will be set to zero.To reactivate your status, you must submit a show of \$150 within a one year period. After 12 months of inactivity, a new Consultant Agreement must be signed and a new kit fee submitted.
- C. The consultant acknowledges that he or she is free to terminate this Agreement at any time, for any reason, upon written notice. Clever Container may terminate this Agreement at any time, with or without cause, by providing written notice to the consultant at the address listed in this Agreement. Immediately, upon termination of this Agreement, consultant shall lose all rights to purchase products from Clever Container. In addition, consultant shall immediately cease from representing his or herself as a consultant for Clever Container. and shall lose all rights to any bonus or incentive payments not yet received.
- D. This Agreement can only be altered, modified or changed by an authorized Clever Container corporate officer.
- E. This Agreement shall be governed by the laws of the State of Michigan as to all matters.
- F. The independent consultant will not be treated as an employee for federal or state tax purposes.



**I AGREE TO THE ABOVE TERMS AND CONDITIONS.**

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsoring Consultant's Name

**PERSONAL INFORMATION:**

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
County

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Email

Clutter Cutter Kit \_\_\_\_\_ Closet Clean Out Kit \_\_\_\_\_

**METHOD OF PAYMENT:**

Master Card – VISA– Discover

Check (made payable to Clever Container)

Credit Card #: \_\_\_\_\_

Exp. Date: \_\_\_ / \_\_\_ VPN Code: \_\_\_\_\_

Please mail completed agreement to: 23411 Jefferson, Suite 110, St. Clair Shores, MI 48080 or FAX to: 313-347-1650

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For Office Use Only

Login:  
Kit & Training Materials PS:  
UsaEpay  
Consultant Number:  
Consultant Spreadsheet:  
State Sales Tax:  
Downline:

Password:  
Letter Mailed:  
RSO: Date:  
Notify:  
Clever Cash:  
Tax S/H:

Kit Price: \_\_\_\_\_  
S/H: \$25  
Tax: \_\_\_\_\_  
Total: \_\_\_\_\_