

# Independent Contractor Form

*Please Print All Information*

Date:	Job Title: Crowd Lead Affiliate	Department: Sales
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## General Information

Name:	Birthdate:	
Social Security Number:	Preferred Phone:	Email:
Street Address:	City, State:	Zip Code:

## **Encore Steel Buildings LLC Crowd Lead Affiliate Terms & Conditions**

As an authorized affiliate (Affiliate) of Encore Steel Buildings LLC (ESB), you agree to abide by the terms and conditions contained in this agreement (Agreement). Please read the entire Agreement carefully before registering and promoting Encore Steel Buildings LLC as an affiliate.

Your participation in this Program is solely to legally advertise ESB to receive a commission on sales resulting from leads generated by your own efforts or personal referrals. Your role is lead generation only and does not involve sales. All product sales are handled exclusively by ESB.

### **1. Approval or Rejection of Application**

ESB reserves the right to approve or reject ANY Crowd Lead Affiliate Application in our sole and absolute discretion. You will have no legal recourse against us for the rejection of your Crowd Lead Affiliate Application.

### **2. Commissions**

Commissions will be paid once a month. Payments will only be made for completed and shipped sales from leads generated from your own efforts. The commission structure follows a tiered format based on Affiliate performance. The base tier (Bronze) earns the Affiliate 1% commission on every completed and shipped sale generated from Affiliate produced leads. For example, a \$15000 sale would result in a \$150 commission based on the Bronze tier rate of 1%. The Silver tier pays 1.5% after the Affiliate submits 100 leads. The Gold tier pays 2% after the Affiliate submits 500 leads. Exclusive of promotions and bonuses offered at the discretion of ESB, 2% represents the cap Affiliate commission rate.

### **3. Termination**

Your Affiliate application and status in the Crowd Lead Affiliate program may be suspended or terminated for any of the following reasons:

- Inappropriate advertisements (false claims misleading hyperlinks, etc.)
- Spamming (mass email, mass newsgroups posting, etc.)
- Advertising on sites containing or promoting illegal activities or sites not approved by ESB.
- Violation of intellectual property rights. ESB reserves the right to require license agreements from those who employ trademarks of ESB to protect our intellectual property rights.
- Offering rebates, coupons, or other form of promised kick-backs from your Affiliate commission as an incentive without prior consent of ESB.
- Fraudulent transactions, suspected Affiliate fraud.

#### **4. Affiliate Links**

Affiliate may only advertise ESB on social media sites approved by ESB. Approved social media sites will be provided by ESB to Affiliates. Affiliate may only use graphics and text provided by ESB.

#### **5. Liability**

ESB will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database file, or any results of intents of harm to the Program and/or to our website(s).

ESB does not make any expressed or implied warranties with respect to the Crowd Lead Affiliate Program and/or the products sold by ESB. ESB makes no claim that the operation of the Crowd Lead Affiliate Program and /or our websites will be error-free and will not be liable for any interruptions or errors.

#### **6. Term of the Agreement**

The term of this agreement begins upon your acceptance in the Crowd Lead Affiliate Program and will end when your Affiliate account is terminated.

The terms and conditions of this agreement may be modified by ESB at any time. If any modification to the terms and conditions of this agreement are unacceptable to you, your only choice is to terminate your Affiliate account. Your continuing participation in the Crowd Lead Affiliate program will constitute your acceptance of any change.

#### **7. State and Federal Taxes**

ESB will not:

- withhold FICA (Social Security and Medicare taxes) from Affiliate payments or make FICA payments on Affiliate's behalf
- make state or federal unemployment compensation contributions on Affiliate's behalf, or
- withhold state or federal income tax from Affiliate payments.

Affiliate shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Affiliate is not a corporation, self-employment (Social Security) taxes.

#### **8. Indemnification**

Affiliate shall indemnify and hold harmless ESB and its affiliate and subsidiary companies officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by ESB to transit and distribute materials, from any and all liabilities, fines, judgements, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to any and all claims sustained in connection with this Agreement due to the negligence, misrepresentation, failure to disclose, or intentional misconduct of Affiliate.

**9. Insurance**

ESB shall not provide insurance coverage of any kind for Affiliate including worker’s compensation.

**10. Governing Law, Jurisdiction, and Attorney Fees**

This agreement shall be governed by and construed in accordance with the laws of the United States and the state of Arkansas. Any dispute arising under or related in any way to this Agreement shall be adjudicated exclusively in the state courts located in Pulaski County, Arkansas.

**11. No Partnership**

This Agreement does not create a partnership relationship. Affiliate does not have authority to enter into contracts on ESB’s behalf.

**12. Signatures Effective**

The Agreement is a contract that sets out the legally binding terms of your participation in the ESB Crowd Lead Affiliate Program. You indicate your acceptance and all the terms and conditions contained or referenced in this agreement by signing and dating this document.

**Signature**

Affiliate:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date