



## NON-EXCLUSIVE SALES REPRESENTATIVE AGREEMENT

This Non-Exclusive Sales Representative Agreement (the “Agreement”) is made and effective as of \_\_\_\_\_ (“Effective Date”) by and between

Name \_\_\_\_\_  
CoMoDeco Director of Sales

and their Associates and PR-Container Modular Eco Homes (CoModeco), A California and Florida Based, LLC’s. The Representative and the Company may be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

**WHEREAS, PRBC-Co-Modeco Homes** are engaged in the creation, marketing and sale of the Products (as defined in the Container Modular Eco Home Presentation ); and

**WHEREAS,** Co-Modeco wishes to acknowledge initiatives taken by “Representative” as an independent, non-exclusive sales representative of the PRBC-Cascon Modular Eco Homes, customized container housing built at manufacturers in Asia and delivered anywhere in the world remuneration to the “Representative” is based on terms and conditions as set forth below; and

#### **WHEREAS, Representative**

Wishes to market and sell the CoModeco Structures/s in accordance with the terms of this Agreement; and

**WHEREAS,** each Party is duly authorized and capable of entering into this Agreement.

Both Parties hereby agree as follows:

#### **1. PURPOSE AND APPOINTMENT.**

PRBC-CoModeco hereby appoints, “Representative as a non-exclusive sales representative to sell and promote PRBC-CoModeco **Modular Eco Homes** products or services, including those products or services listed in Exhibit A (the “Products”) hereto, in the Territory (To Be Named) as defined. Any online responses to. The Representative, CoMoDeco acknowledges that this is a non-exclusive appointment and that CoMoDeco / Holmes Stoner (and/or) Cristiane Roget retains the right to appoint additional representatives, without liability or obligation to the Representative, and the Representative hereby accepts the appointment and agrees to represent and promote the sale of the Products on a non-exclusive basis. Care will be taken to not assign territories that overlap for a pre designated period of **1 year to be renewed after an assessment of results and upon mutual agreement for one more year. (April 1-2016 to April 1 , 2017)**

**2. CONFIDENTIAL INFORMATION.**

The Representative,  
\_agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. The Representative may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Company personnel or authorized representatives or for any other purpose Company may hereafter authorize in writing.

**3. NATURE OF RELATIONSHIP.**

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employer/employee, or similar relationship between the Parties. The Representative’s relationship to the Company is that of an independent contractor. The Representative shall have no authority to bind the Company to any contractual terms other than those agreed upon by the perspective owner of a PRBC-CoMoDeco Modular Eco Home.

**4. TERRITORY.**

All online inquiries from Name of Representative and their personal contacts in designated territories and other countries.

**5. CUSTOMERS.**

The Representative’s sales and promotional efforts shall be directed toward the following: Members of the Media, Contractors, Home Dealerships, Developers, Single and Multiple Family owners, Institutions, Government bodies, Commercial Enterprises, anywhere in the Western Hemisphere to be defined by “Representative” \_\_\_\_\_ upon receipt of this agreement. In the event that “Representative” \_\_\_\_\_ encounters a perspective owner, it is recommended he

contact Holmes Stoner or Cristiane Roget with the name and business affiliation of perspective owner. Provided this individual (or company) has not been introduced prior to “Representatives” introduction “Representative” will become the acknowledged representative of said Individual or Company.

## 6. SALE PRICE OF PRODUCTS.

CoModeco Modular Eco Homes shall determine all prices and terms of sale for the Products. The Company will notify the Representative of any price changes for the Products. Per this date an approximate cost for the Simple Edition of a Cascon Home begins at \$17,500 with add ons the 10’ x 20’ x 8’ Homes. A 10’ x 40’ x 8’ begins at \$35,000. This does not include Freight Forward, Shipping on licenses. As these are customized units, ‘built to spec’ prices will vary based on order details. Shipping to final destination will also be factored into the sale price. However these prices may vary conditionally as a number of factors and other customized features in the dwelling as per the perspective owner’s request will determine the final price. Each order will receive a detailed breakdown of features and items with the final price computed accordingly. Multiple units will be priced at least 15% less,

## 7. COMPENSATION.

(a) Commissions. The Representative shall be entitled to receive a commission on sales of the CoModeco Modular Eco Home to all customers, brought forth by the “Representative” based on signed contract and required deposit. All deposits will be kept in escrow until a bill of lading from the shipping company provides proof home is en route at which time a partial, non refundable commission will be disbursed. (Average 60-90 days from Sale) Commissions shall be payable as follows: See details in FAQ’s.

**i. 10\_% of the gross Amount (as defined below) charged by the Company for orders of the Cascon Modular Eco Homes placed through the Representative (other than to Existing Customers and their affiliates); and**

“Gross Amount ” is the sales price of the sold product as listed on the invoice, less taxes, import or export taxes or levies taxes, C.O.D. charges, insurance, customs duties, and/ or governmental or administrative fees or charges.

(b) Timing of Payment. Commissions will be forwarded to the Representative within 7 days of the Company’s receipt of payment when funds are

released from escrow.

(c) For the remainder due - For example, if payments from a customer to the Company will be made in installments, payments to the Representative by the Company will also be made in installments.

(d) No Commissions in Certain Circumstances. Notwithstanding the foregoing, no commission shall be payable to the Representative under any of the following circumstances:

- (i) if prohibited under applicable government law, regulation, or policy;
- (ii) on any sales to Existing Customers, unless otherwise agreed in writing by the Company; or
- (iii) on any sale of Products to a customer occurring after the expiration or termination of the Term (or any extension of the Term) unless:
  - a. the sale takes place within \_ year after the termination or expiration of this Agreement, in this case a split commission will be paid on all homes sold through the efforts of the “Representative” and

(e) No Other Compensation. The compensation set out above shall be the Representative’s sole compensation under this Agreement. Unless there is an addendum to this agreement for marketing materials and sales efforts.

2. Ones Representative agree to the base price offered by CoMoDeco , the Representative is at free to mark up the property as befits the sales and the wishes of the end user..

(a) Anything earned over and above the base price quoted after a bid has been made, shall be compensation paid directly to the Seller.

(b) Expenses. Any expenses incurred by the Representative in the performance of this Agreement shall be the Representative’s sole responsibility unless otherwise agreed.

(c) Taxes. The Representative is solely responsible for payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of services by the Representative under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Company shall have no obligation to pay or withhold any sums for such taxes.

**8. NO CONFLICT OF INTEREST.**

The Representative hereby warrants to the Company that it does not currently represent or promote any lines or products that compete with the Products. During the Term (as defined below), the Representative shall not represent, promote, or otherwise try to sell in the Territory any lines or products that, in the Company's judgment, compete with the Products

**REPRESENTATIVE'S REPRESENTATIONS AND WARRANTIES.**

The Representative agrees to:

- (a) Will provide credit for 10 press releases a month in credit with the best distribution possible on both print and web.
- (b) assist in finalizing agreements and purchase orders with each customer, in form and substance satisfactory to the perspective owner and Cascon Modular Eco Homes. When derived from personal contacts.
- (c) accurately represent and state Company policies to all potential and present customers;
- (d) promptly inform the Company of all sales and orders;
- (e) maintain contact with the Company via telephone, e-mail, or other agreed on means of communication with reasonable frequency to discuss sales activity within the Territory;
- (f) disclose any problems concerning customers (including Existing Customers) to the Company; and

**9. COMPANY'S REPRESENTATIONS AND WARRANTIES.**

The Company hereby represents and warrants as follows:

- (a) That it will provide the Representative, at no cost, materials provided by our Marketing Division at Vector International Pictures relating to the Products for use in selling and marketing Co-Modeco Modular Eco Homes (The Products);
- (b) This shall include but not limited to Media Alerts, Printed Collateral Updates on the Website, Media and Publicity to create brand awareness of CoModeco Modular Eco Homes. Packages will be prepared for potential customers, as reasonably requested by the Representative;

provided, however, the Representative has provided the Company with sufficient notice of this request;

- (c) That it will provide the Representative with current information as to improvements, upgrades, or other changes at CoModeco Modular Eco Homes and
- (d) That it will make timely payments of commissions earned under this Agreement.

**10. TERM.**

This Agreement is effective as of the Effective Date, and shall continue in force, unless otherwise terminated, for a period of 2 years year[s] (the “Term”). The Agreement may be renewed only pursuant to a separate written agreement signed by both Parties, or by the mutual agreement of the Parties to extend this Agreement by as many years as mutually agreed upon.

**11. TERMINATION.**

This Agreement may be terminated:

- (a) By either Party on provision of \_\_\_\_\_ (\_\_\_\_\_) days written notice to the other Party; or
- (b) By either Party, effective immediately on receipt of written notice of termination, if any of the following events occur:
  - i. Either Party becomes the subject of a proceeding under bankruptcy, receivership, insolvency, or similar law, which is not dismissed within \_\_\_\_\_ (\_\_\_\_\_) days after being instituted;
  - ii. Breach of Section 2 of this Agreement;
  - iii. This Agreement, or the actions of either Party, is found to be in violation of any law, other than a technical violation that is curable and cured within \_\_\_\_\_ (\_\_\_\_\_) days after receipt of written notice of such violation from the non-violating Party.

**12. INDEMNIFICATION.**

- (a) **Of Company by Representative**

The Representative shall indemnify and hold CoModeco harmless of and from any and all claims, damages, or lawsuits (including reasonable attorneys' fees) arising as a result of negligent, intentional, or other acts of the Representative, its employees, or its agents.

**(b) Of Representative by Company**

The Company shall indemnify and hold the Representative free and harmless of and from any and claims, damages, or lawsuits (including reasonable attorneys' fees) arising as a result of negligent, intentional, or other acts of the Company or its employees, defects in the Products caused by the Company, or the failure of the Company to provide any products to a customer that has properly ordered through the Representative.

**13. GOVERNING LAW.**

This Agreement shall be governed by the laws of the state of Florida (and/or) California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

**14. ENTIRE AGREEMENT.**

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

[SIGNATURE PAGE FOLLOWS]

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

**COMPANY**

[COMPANY NAME]

By:  
Name:  
Title:

**REPRESENTATIVE**

[REPRESENTATIVE NAME]

By:  
Name:  
Title:



**EXHIBIT A & B**  
**PRODUCTS & ADDENDUM**

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Pacific Rim Chamber of Commerce  
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**Contact us for A Customized Co- Modular Sales Presentation!**