

Parent Bazaar Authorized Representative Contract

This agreement is entered by and between The Parent Bazaar (hereinafter, referred to as the Company), represented in this act by Rebecca Bouwmeister, and _____ (hereinafter, referred to as the "Authorized Representative") and in consideration of the mutual promises, terms and conditions set forth herein below, the parties agree as follows:

1. Definitions.

As used herein, the following terms shall have the meanings set forth below:

A. "Products" shall mean the following of the Company's products to be sold by Rep: Tables/Space rented and business website links for the sale/s run by the rep. As well as sponsors/advertisers for the sale/s run by the rep.

B.

"Territory" shall mean the following described geographic area as outlined by the Rep and approved by Rebecca Bouwmeister of The Parent Bazaar.:
(Rebecca Bouwmeister)

2. General Duties.

The Rep may represent, provide services and conduct business with other companies, as a representative of The Parent Bazaar.

Rep shall use its best efforts to promote the Products and maximize the sale of the Products in the Territory. Rep shall also provide reasonable "after sale" support to Product purchasers and generally perform such sales related activities as are reasonable to promote the Products and the goodwill of Company in the Territory, in the line of business Company is in. Rep will devote adequate time and effort to perform its obligations. Rep shall neither advertise the Products outside the Territory nor solicit sales from purchasers located outside the Territory without the prior written consent of the Company.

The authorized representative does not have the authority and affirms that they will not perform, among others, the following acts on behalf of the Company:

- a. make, alter or discharge contracts, signage and/or flyers (without first obtaining written approval by the Company)
- b. incur any indebtedness or liability
- c. waive forfeitures
- e. withhold any of the Company premiums, monies or property
- h. open bank accounts in the Company name
- i. endorse or deposit checks made payable to the Company
- j. any act prohibited by law
- k. any act not expressly authorized in this contract /agreement

3. Change of ownership and/or control.

The services under this agreement are not transferable by the Rep. Nor can the Rep subcontract the territory outlined in number 1 of this agreement.

The Rep acknowledges that the Parent Bazaar sale must be run by the Rep and that the Rep alone is solely accountable for this sale.

4. Reserved Rights.

Company reserves the right to solicit orders directly from and sell directly to any end users within the Territory.

5. Conflict of Interest.

Rep warrants to Company that it does not currently represent or promote any lines that compete with the Products. During the term of this Agreement, Rep shall not represent, promote or otherwise try to sell within the Territory any lines that, in Company's judgment, compete with the Products covered by this Agreement. Rep shall provide Company with a list of the companies and products that it currently represents and shall notify Company in writing of any new companies and products at such time as its promotion of those new companies and products commence.

6. Independent Contractor.

Rep is an independent contractor, and nothing contained in this Agreement shall be construed to

(i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise, or (iii) allow Rep to create or assume any obligation on behalf of Company for any purpose whatsoever. Rep is not an employee of Company and is not entitled to any employee benefits. Rep shall be responsible for paying all income taxes and other taxes charged to Rep on amounts earned hereunder. All financial and other obligations associated with Rep's business are the sole responsibility of Rep.

7. Indemnification by Rep.

Rep shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Rep, its employees or its agents.

8. Compensation.

The Rep will receive a one year contract to operate sales within the territory of their choosing and receive all monies collected therein for a fee of \$150.00 per year Payable to Rebecca Bouwmeister at the beginning of their contract. This fee is due when the contract is signed by both parties. The contract is not enforceable until payment is received. This fee is for website and social media usage, promotional materials, contracts and administrative and sale help provided by the owners of The Parent Bazaar.

The Rep agrees to have each sale it operates properly insured by either its own insurance or through the insurance company contracted through Just Playdates Ltd. If the Rep wishes Just Playdates Ltd. to provide up to 5 million insurance coverage for its sale there is a cost to the Rep TBA by the Company, per sale and the Company needs at least 2 weeks to have the underwriter provide the appropriate documents to the Rep.

Each sale the Rep operates must be registered as "The Parent Bazaar," along with the proper contact details for the Rep, for our underwriter to provide insurance. The event name is The Parent Bazaar.

Rep's compensation under the terms of this Agreement shall be:

a. Table/space rented can be paid directly to the Rep or the Company. Table bookings through the website connect directly to the Company and Rep will be reimbursed for all monies collected by the Company for the tables/space rented at the Rep's sale/s. As well as business website links purchased on Rep's sale/s.

The Rep can direct vendors to pay the Rep directly, without the help of our online booking system, however with this method, the Rep is solely responsible to reimburse vendors if the sale purchased does not operate.

Any uncollected fees or fees paid directly to the Rep for tables/space rented or website links purchased will not be remitted by the Company;

b. sponsors/advertisers of each sale the Rep operates must pay the Rep directly; and

c. Any door fee will be solely collected by the Rep at each sale it operates.

Time of Payment. After the successful completion of the sale, which includes the return of all Company material, the Company will submit full reimbursement of all monies collected minus any PayPal or bounced cheque fees within 5 business days after the Rep's sale. Payment will include a full account of all income collected by the Company.

If the sale has not operated, for whatever reason, all monies collected by the Company shall remain with the Company. Collected monies will be refunded to the vendors that have paid the Company to attend the Reps sale. As per section 8a, paragraph 2; any fees paid directly to the Rep must be refunded by the Rep.

9. Prices and Terms of Sale. The Rep can set its own prices for the products within its own territory. The Rep can establish the location, date and length of every sale operated by the Rep. The Rep establishes the size of table and space provided to each customer.

The Rep can sell sponsor/advertiser spaces on the Parent Bazaar website for a price of the Rep's choosing. These are the 5 logo and link spaces provided on each sale page that the Rep is operating.

The Rep can also print and distribute flyers for each sale it operates as long as those flyers contain the following information: The Parent Bazaar logo, The Parent Bazaar website (www.theparentbazaar.com) Each flyer created must be approved prior to distribution by the Company.

10. Term and Termination.

This Agreement shall commence on _____ and continue for one year thereafter, unless terminated earlier as provided herein. This Agreement shall continue until terminated upon by written notice by either party.

Effective upon the termination of this Agreement, Rep shall cease to use all material provided by the Company, including the trade name of Company.

The Rep acknowledges that no refund of any fees paid toward insurance coverage or Sale operation shall be returned by the Company for any reason.

11. Limitation of Liability.

Upon termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company or Rep. Company's sole liability under the terms of this Agreement shall be for any unpaid table or website fees, provided that the conditions outlined in number 8 of this agreement have been met.

12. Nondisclosure of Confidential Information:

Each party acknowledges that it will have access to certain confidential information of the other party and, acknowledges that it may have access to and receive certain information in relation to and including, but not limited to, marketing philosophy and objectives, competitive advantages and disadvantages, names, emails, addresses, and telephone numbers of customers and potential customers, computer media, and or marketing information and a variety of other related information and materials.

The receiving party agrees that all such information and materials considered "Confidential Information" obtained by the other party shall be considered, confidential and proprietary of the providing party.

The receiving party agrees that it shall:

- a. protect and preserve the confidential and proprietary nature of all Confidential Information as defined;
- b. not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information to any third party for any purpose;
- c. not use the Confidential Information, except as expressly provided in this Agreement;
- d. limit the dissemination of the Confidential Information within its own organization to individuals whose duties justify the need to know the Confidential Information, and only with a clear understanding by such individuals of their obligation to maintain the confidential and proprietary nature of the Confidential Information and to restrict its use solely to the purpose specified herein;
- e. not make any records or copies of the Confidential Information, except as required by this Agreement, and return or destroy all Confidential Information and any copies thereof (in whatever form) immediately upon request; and
- f. notify immediately of any loss or misplacement of records or copies of Confidential Information.

13. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

14. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

15. Governing Law.

This Agreement shall be construed and enforced according to the laws of the City of Hamilton in the Province of Ontario and any dispute under this Agreement must be brought in this venue and no other.

16. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

17. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Each party shall ensure and guarantee compliance with the terms of this Agreement by any third parties with which it contracts.

Signed and effective on this day _____ of _____.

By: _____
AUTHORIZED REPRESENTATIVE COMPANY

Printed Name: _____

Address: _____

Phone: _____

Email: _____

Rebecca Bouwmeister
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