

BAYSHORE GARDENS PARK AND RECREATION DISTRICT

BANNER CONTRACTOR AGREEMENT

1017 A

This Employment Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties: The Employer, Bayshore Gardens Park and Recreation District, a Special Taxing District created by the laws of the state of Florida, having its principal place of business at the following address: 6919 26th St W, Bradenton, Florida 34207,

and _____, an individual, having a primary address at the following: _____

Hereinafter, "Employer" will refer to and be used to describe the following party: Bayshore Gardens. "Contractor" will refer to and be used to describe the following party: _____. Employer and Contractor may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Employer wishes to retain Sub-Contractor for certain work-related services,

WHEREAS, Contractor wishes to render such services to Employer.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

1) TYPE OF EMPLOYMENT

This Agreement is made for a permanent, full-time Contractor commission sales rep for the Bayshore Banner.

2) POSITION

Employer will employ Contractor in the following position: Banner sales ("Position"). In this Position, Contractor will report to the following:

- Banner Trustee
- District Office Manager.

Contractor will be responsible for the following duties:

1. Sell ads for the Banner publication and submit contract with payment in full to the District office by the 15th of the month before publication and will be paid **40%** of the total commission due **
2. Collect payment and remit to the District Office and will be paid **20%** of the total commission due**
3. Insure the advertisement from the client is submitted to the office in a timely manner. And will be paid **20%** of the total commission due **
4. Follow up with client for approval of the advertisement that is to be published, and will be paid **20%** of the total commission due.**

Total amount to be paid if all requirements meant in this paragraph shall not exceed 25% of the total price of the advertisement sold to the client. Failure to complete 1-4 shall result in a subtraction from the total for each of the 1-4 items above not completed.

**** if requirements are not met, that portion of the commission will be retained by the District or paid to contractor that fulfills that duty.**

Contractor will also be responsible for other duties as may be assigned and may arise from time to time.

Contractor **shall not** make any commitments for the District other than is contained in this agreement.

Employer reserves the right to change Contractor's title, as well as duties, reporting relationships, and other details of employment with the exception of hours and compensation, as may be determined necessary by Employer. Employer agrees to maintain Contractor positions and duties as such as may be consistent with his/her experience, education, training, and/or other qualifications.

3) RELATIONSHIP

The terms and conditions of the relationship between Employer and Contractor shall be determined by any applicable policies and procedure manuals, employee manuals, or other written governing documents belonging to and utilized by Employer, as well as by this Agreement. In case of any dispute or conflict between this Agreement and other written policies and/or procedures owned and utilized by Employer, this Agreement shall govern.

4) PROBATIONARY PERIOD

Contractor will be subject to a probationary period of the following: 90 days. During this probationary period, Employer may terminate the employment relationship at any time, for any reason, in Employer's sole and exclusive discretion, with or without notice.

5) CONTRACTOR'S COVENANTS

Contractor agrees to carry out and perform the duties required by the Position to the best of their skill, ability, and experience. Contractor agrees to execute the position faithfully and in compliance with any of Employer's instructions, written and/or oral, announced by Employer. - Contractor further acknowledges and agrees that Employer may change position, title, assignments, duties, responsibilities, and reporting requirements at any time, and in Employer's sole and exclusive discretion. Contractor agrees that any such change will not result in termination of this Agreement and further represents and warrants that it is not a party to or bound by any other employment agreement or contractual obligation which would prevent Contractor from entering into this Agreement or fully performing the employment duties hereunder.

6) COMPENSATION

For the services performed by Contractor under the terms of this Agreement, Employee will receive the following commission compensation structure:

Contractor will receive 25% commission providing he completes the sale, collects the payment, submits the camera ready ad, and provides a proof to the advertiser to confirm prior to publication. **(See (2) Position)**

Such compensation may be subject to normal state and federal deductions. Payment will be made as follows:

Will be paid every two weeks providing the requirements have been met and the commission work sheet is submitted at least 3 business days prior to payroll.

Compensation shall be reviewed in the following manner:

When sales rep has failed to perform all of the duties connected to his/her commission

No expenses are authorized by this agreement.

7) SCHEDULE & LOCATION

Contractor establishes his/her own schedule

8) VACATION & HOLIDAYS

Contractor may take vacation time with at least a one (1) week notice to Banner Trustee and District Office Manager. Excessive absenteeism may result in termination of this contract. (6 weeks or more in a calendar year)

9) TERM & TERMINATION

The relationship between Employer and Contractor shall be considered at-will. The starting date for the employment is _____ ("Starting Date"). Sub-Contractor will be expected to begin work on the Starting Date. This Agreement shall continue in full effect until terminated by either of the parties as outlined below.

(a) Employer may terminate this Agreement at any time, with or without notice, for any reason or no reason at all. Employer does not need cause to terminate Contractors employment.

(b) Contractor may terminate this Agreement at any time, by giving the employer not less than 1 week's written notice. Oral notice shall not suffice.

10) PROPERTY

If Contractor has obtained any property belonging to Employer in the course of the Employment relationship, Contractor agrees to return such property fully, with no damage thereto, at the termination of this Agreement.

11) INTELLECTUAL PROPERTY

Contractor hereby covenants and agrees not to release or otherwise disclose any List/Information of Clients that they may have received in the course of the employment.

12) ASSIGNMENT

Employer's rights and obligations under this agreement will inure to the benefit and be binding upon any of Employer's successors and assignees.

13) JURISDICTION & GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the state of Florida and any applicable federal laws. Both Parties consent to jurisdiction under the state and federal courts within the state of Florida.

14) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

15) HEADINGS

Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

16) SEVERABILITY

If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

17) NO WAIVER

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

19) NO MODIFICATION

No modification of this Agreement shall be valid unless in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

_____ Name of Contractor

_____ *Signature of Contractor*

BAYSHORE GARDENS PARK AND RECREATION DISTRICT

Name of Employer

Signature of Employer Representative

Title of Employer Representative

Date

Date Approved 10/16/18 Sharon Denson

Date Revised _____

Date Effective 10/16/18