

INDEPENDENT CONTRACTOR AGREEMENT

Advertising Sales Representative

This Independent Contractor Agreement ("Agreement") is entered into as of [Date], by and between:

Brian W. Hurlburt
Operating CountryAirRadio.com
Bear River, Nova Scotia, Canada
("Brian")

and

Independent Contractor:

Contractor Name _____

Address: _____

Email: _____
("Contractor")

1. SERVICES PROVIDED

The Contractor agrees to act as an Independent Advertising Sales Representative, responsible for soliciting, presenting, and selling advertising opportunities on CountryAirRadio.com and any related advertising platforms approved by Brian.

The Contractor has no authority to bind Brian W. Hurlburt to any agreement without prior written approval.

2. INDEPENDENT CONTRACTOR STATUS

The Contractor is an independent contractor, not an employee, agent, partner, or joint venturer of Brian W. Hurlburt. Nothing in this Agreement shall be interpreted to create an employer-employee relationship.

The Contractor is solely responsible for:

- All applicable taxes (income tax, HST/GST, CPP, EI if applicable)

- Insurance and business expenses
- Determining their own working hours and methods

The Contractor understands and agrees that this is a commission-only arrangement. There is no wage, salary, hourly pay, draw, retainer, stipend, or guaranteed income of any kind. The Contractor's sole compensation under this Agreement is the commission earned on advertising sales personally generated by the Contractor, as outlined in Section 3. No compensation is owed for time spent, leads pursued, or efforts made that do not result in completed and paid advertising sales.

3. COMMISSION & COMPENSATION

3.1 Base Commission

The Contractor shall earn a base commission of forty percent (40%) on all net advertising revenue from advertising sales personally generated by the Contractor.

3.2 Weekly Performance Commission Bonus

If the Contractor generates \$1,500 CAD or more in gross advertising sales within a single calendar week, the commission rate for that week only shall increase to fifty percent (50%) on all qualifying sales made during that week.

- The weekly sales period runs Monday through Sunday, unless otherwise agreed in writing
- Sales are credited based on the date payment is received by Brian
- Commission applies only to the Contractor's own direct sales

3.3 Net Advertising Revenue Defined

"Net advertising revenue" means advertising fees actually received by Brian W. Hurlburt, excluding:

- Sales taxes
- Refunds
- Chargebacks
- Credits or discounts

No commission is payable on unpaid, cancelled, or refunded advertising.

3.4 Commission Payment

- Commissions are paid only after payment is received from the advertiser
- Commission payments are issued within seven (7) to fifteen (15) days of receipt
- Brian may provide a basic commission summary upon request

3.5 RESIDUAL INCOME ON REPEAT BUSINESS

The Contractor shall earn a residual commission on repeat advertising business from Monthly, Annual, or other recurring advertising clients personally generated by the Contractor, subject to the following conditions:

- Start of Residuals: Residual commissions will begin after the Contractor has been active under this Agreement for at least thirty (30) days.
- Residual Rates Based on Tenure:
 - Base Residual: 10% of repeat advertising revenue during the first 30 days following

eligibility

- After 3 months of active service: Residual increases to 12%
- After 6 months of active service: Residual increases to 15%
- After 12 months of active service: Residual increases to 20%
- Payment Timing: Residual commissions are payable within seven (7) to fifteen (15) days following receipt of payment from the advertiser.
- Eligibility Conditions: The Contractor must remain under contract and actively generating at least:
 - \$100 CAD in new sales per week, or
 - \$400 CAD in new sales per month, or
 - \$5,000 CAD in total annual new sales
- Termination: Termination of this Agreement by either party immediately ends entitlement to all commissions, including residuals, unless otherwise specifically stated in writing.
- Residual commissions apply only to active, paid advertising from clients generated by the Contractor, and do not accrue on unpaid, refunded, or cancelled accounts.

4. NO EXCLUSIVITY

This Agreement is non-exclusive.

Brian W. Hurlburt may sell advertising directly or engage other independent contractors.

The Contractor may represent other businesses, provided no conflict of interest exists.

5. BRANDING & MARKETING MATERIALS

The Contractor may use approved CountryAirRadio.com branding, rate cards, and promotional materials solely for advertising sales purposes.

The Contractor may not:

- Alter pricing without approval
- Make guarantees regarding audience size or results
- Represent themselves as an employee of Brian

6. CONFIDENTIALITY

The Contractor agrees to keep confidential all non-public information, including but not limited to:

- Advertising rates and packages
- Client and prospect lists
- Business operations and revenue information

This obligation survives termination of this Agreement.

7. OWNERSHIP OF ADVERTISER ACCOUNTS

All advertisers, leads, and accounts obtained by the Contractor are and remain the exclusive property of Brian W. Hurlburt.

The Contractor has no ongoing ownership, commission, or residual rights to such accounts after termination unless otherwise agreed in writing.

8. TERM & TERMINATION

8.1 Term

This Agreement begins on the effective date and continues until terminated by either party.

8.2 Termination

Either party may terminate this Agreement at any time by providing written notice (email acceptable).

Upon termination:

- The Contractor will be paid commissions earned on advertising payments received prior to termination
- No commissions are owed on future payments unless expressly agreed in writing

9. NON-MISREPRESENTATION

The Contractor shall not:

- Misrepresent advertising reach, audience size, or performance
- Offer unauthorized discounts
- Enter into binding agreements on behalf of Brian W. Hurlburt

10. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless Brian W. Hurlburt from any claims, losses, or damages arising from:

- Contractor actions or omissions
- Misrepresentation or unauthorized commitments
- Breach of this Agreement

11. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings.

Any amendments must be in writing and signed by both parties.

SIGNATURES

Brian W. Hurlburt

Signature: _____

Date: _____

Independent Contractor

Signature: _____

Name: _____

Date: _____