

MERCHANDISER AGREEMENT

This contract is made by and between _____, (herein "DISTRIBUTOR") and _____, Social Security Number _____ (herein "CONTRACTOR") residing at _____.

WHEREAS, DISTRIBUTOR is the owner of a distribution business; and MERCHANDISER is an independent business person with the experience and skills necessary to merchandise and provide shelf management for distribution businesses; and

WHEREAS, DISTRIBUTOR desires to engage MERCHANDISER to merchandise and provide shelf and product management for its business for a limited period of time; and MERCHANDISER is desirous of being so engaged.

NOW, THEREFORE, it is agreed as follows:

1. DISTRIBUTOR hereby engages MERCHANDISER as an independent contractor, and not as an employee, to merchandise and provide shelf management for DISTRIBUTOR'S business, said engagement to commence on the date first above written and to continue until terminated by either party on five days written notice. MERCHANDISER shall be free to operate and manage its business in whatever manner MERCHANDISER deems appropriate and using such persons, employees or otherwise, as MERCHANDISER shall choose to assist in that regard. That MERCHANDISER'S performance must at all times comply with the terms of the Distributor's Agreement executed between DISTRIBUTOR and its major supplier, a copy of which has been made available to MERCHANDISER.
2. MERCHANDISER understands and agrees that it shall have exclusive right to select, engage, fix the compensation of, discharge and otherwise to manage, supervise and control the persons hired by MERCHANDISER and shall, with respect to all such persons, perform all obligations and discharge all liabilities imposed upon employers under labor, wage-hour, workmen's compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations. MERCHANDISER hereby agrees to indemnify and hold DISTRIBUTOR harmless against any costs, charges, claims, etc. which may arise out of the failure to perform such obligations and/or discharge such liabilities.
3. DISTRIBUTOR shall pay MERCHANDISER the sum of \$_____/week. Payment shall be made at the end of each week.

Dated : _____

DISTRIBUTOR

MERCHANDISER

This form is provided for your convenience and does not represent legal advice or assistance.

You should consult your attorney to be sure it is appropriate for your use.

Always make copies for your records, your contractor, and for your DSA Rep.