

**National Merchandising of America, Inc.
350 Stonewall Ave. W. Ste. B
Fayetteville, GA 30214
(770) 460-9898**

CONTRACT FOR SERVICES

This contract is made, effective as of this _____ day of _____, 20____, by and between National Merchandising of America, Inc. with a place of business listed above in the City of Fayetteville, State of Georgia, hereinafter referred to as "Company" and (Insert name) _____ hereinafter referred to as "Contractor".

RECITALS

- Company wishes to contract with Contractor for services.
- The Contractor is willing and qualified to perform such services.
- In consideration of the above recitals, the terms of this agreement, and other valuable consideration, the receipt of which is hereby acknowledgement of the parties agree as follows:

SECTION ONE - SERVICES

The Contractor will provide to the Company the following services: merchandising including display advertising assistance, store resets, stocking, store remodels, and any other legal jobs that each party might agree to.

SECTION TWO - COMPENSATION

The Contractor will be compensated at a rate determined by the type of work performed on a job by job basis. The Company may confirm rate of pay via letter which is faxed or mailed or via e-mail. If there is no correspondence confirming rate of pay then the greater of the following is deemed the rate of pay: the rate of the previous like assignment worked for the company or the lowest rate of pay of coworkers working on the same assignment. Payment will be sent within ten business days following the receipt of W-9 and sign-off materials showing services performed.

SECTION THREE - ARBITRATION AND ATTORNEY'S FEES

Company and Contractor agree that any dispute or claim concerning this agreement or the terms and conditions under this agreement will be settled by arbitration. The arbitration proceedings shall be conducted under the rules of the American Arbitration Association in effect at the time the demand for arbitration is made. The decision of the arbitration, including determining of the amount of any damages suffered, shall be exclusive, final, and binding upon the Company and Contractor, their heirs, executors, administrators, successors, and assigns. Each

party in the arbitration action shall pay their own respective attorney fees and split the cost of the arbitration.

SECTION FOUR – TAXES, HOURS AND EXPENSE

Contractor agrees and understands that he/she is responsible for their own taxes on income earned. It is further resolved that the Contractor determines their own hours and work schedule, whether to work or not work a specific job, and that after accepting a job the work will be performed in a timely fashion necessary to get the job completed. Company is not responsible for any expenses including but not limited to travel, hotel, gas, car expense, materials, insurance or supplies of Contractor in connection to work performed.

SECTION FIVE – INDEPENDENT CONTRACTOR STATUS

The Contractor is working for the Company as an independent Contractor, not an employee. There are no benefits associated with services performed on behalf of the Company. Also, the Contractor will hold the Company harmless for any injuries incurred in the course of services provided to the Company.

SECTION SIX - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION SEVEN - MODIFICATION OR MATERIAL CHANGES

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

This the _____ day of _____, 20__.

**National Merchandising of America, Inc.
Company**

**Signature
Contractor**

In order to receive consideration for jobs and prompt payment it is recommended to fill out the below in addition to filling out form W-9 and signing the contractor agreement. Please send back this information via fax to 1-800-780-3671 or through mail to National Merchandising 350 Stonewall Ave. W. Ste. B Fayetteville, GA 30214. By completing the above it speeds processing.

Contractor Name: _____

SS# or FEI#: _____

E-mail Address: _____

Contractor Address: _____

Contractor Phone #1 _____

Contractor Phone #2 _____

Contractor desires work in the following areas: _____

Contractor Job Experience:
