

## SALES COMMISSION AGREEMENT

Name of Artist: \_\_\_\_\_

Address: \_\_\_\_\_

**THIS AGREEMENT** is between the Huntingdon County Arts Council (HCAC), an organization incorporated under the laws of the state of Pennsylvania, and the Artist identified above and is made with respect to the following agreed facts:

1. The HCAC is engaged in the business of promoting arts and culture in Huntingdon County. The HCAC is a 501 C-3 non-profit organization.
2. The HCAC conducts business at the McConnellstown Playhouse, 11680 Raystown Road, Huntingdon, PA 16652.
3. The HCAC intends to sell the products to individual customers for personal use.

**FOR CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the HCAC and Artist agree as follows:

**1. Web Site Advertisement Placement.** The HCAC is authorized to use images of Artist's work and links to his/her web site on their web site ([www.huntingdoncountyarts.com](http://www.huntingdoncountyarts.com)) and in other promotions. Artist shall make no representations, warranties, statements or agreements which are untrue or inconsistent with the terms of this Agreement or information contained on the HCAC's web site or HCAC publications and promotions.

**2. Payment of Sales Commission.** The Artist shall pay to the HCAC a sales commission equal to 30% of the retail sales price paid by customer for products purchased. The retail sales price shall exclude: taxes, shipping and handling and any other special charges paid by customer. Commission payments shall be made at the conclusion of the sales event.

**3. Sales Tax.** The HCAC will collect and submit collected sales tax to taxing authorities on all sales made.

**4. Independent Contractor Status.** The relationship between the parties shall be that of independent contractor and not as an employer/employee, principal/agent or any other similar relationship. When paying Artist under this Agreement, the HCAC shall withhold no taxes or other deductions except with the specific written agreement of the parties. Company shall report all payments made to Artist under this Agreement to appropriate taxing authorities.

**5. Hold Harmless.** The Artist agrees to hold harmless the HCAC, its elected and appointed officials, employees and volunteers and others working on behalf of the HCAC against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the HCAC, its elected and appointed officials, employees, volunteers or others working on behalf of the HCAC by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

This Agreement is effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Accepted By: \_\_\_\_\_ (Name of Artist)

Approved:

Huntingdon County Arts Council By: \_\_\_\_\_ John Kearns, Exec. Dir.