

# Club Properties – Sales Compensation Agreement

## Referring Club Ambassador

This Sales Compensation Agreement (“Agreement”) is entered into between **Club Properties** (“Company”) and the undersigned salesperson (“\_\_\_\_\_”).

## Club Properties – Sales Compensation Agreement

### 1. Independent Contractor Relationship

Salesperson is an independent contractor and not an employee. Salesperson is solely responsible for all taxes, insurance, licenses, and business expenses unless expressly approved for reimbursement in writing.

### 2. Scope of Services

Salesperson may introduce, present, demonstrate, and/or solicit new club website business for Club Properties. Sales activity may occur in any state.

### 3. Definitions

- **Qualified Introduction:** An introduction to a club decision-maker that results in a signed agreement and receipt of payment by Company.

### 4. Compensation

- Tier 1: \$1,000 per club for a Qualified Introduction

### 5. When Commission Is Earned & Paid

Commissions are earned only after Company receives cleared funds from the client. Commission payments are issued within fifteen (15) days of receipt.

### 6. Post-Termination Commission Tail

Salesperson shall remain eligible for commissions on clients introduced or materially assisted by Salesperson during the term of this Agreement, provided Company receives payment within twelve months following termination of this agreement.

### 7. Lead Reporting

All leads/introductions shall be reported at the time of initial contact via online form at <https://club.properties/club-referral>. This allows for monitoring of lead flow and attribution for lead commissions.

### 8. Lead Ownership

All leads generated in connection with Company’s club website offerings during the term of this Agreement shall be the property of Company.

This Agreement is non-exclusive, and Salesperson may engage in other business activities, provided no confidential information is used.

**8. No Authority to Bind**

Salesperson has no authority to bind Company contractually without prior written authorization.

**9. Confidentiality**

Salesperson agrees to maintain the confidentiality of all proprietary and confidential information of Company.

**10. Commission Sharing / Shared Deals**

If multiple salespeople materially contribute to a sale, any commission sharing or split must be agreed upon **in writing by the parties prior to contract execution**. No shared commission shall apply absent such written agreement.

Influencer, referral, or marketing compensation arrangements are separate from salesperson commissions and do not reduce or affect earned commissions.

**11. Expense Reimbursement**

Company shall reimburse Salesperson for pre-approved, reasonable, out-of-pocket expenses incurred in furtherance of sales efforts.

**12. Termination**

Either party may terminate this Agreement at any time, with or without cause. Termination shall be in writing (electronic communications are acceptable).

**13. Dispute Resolution**

Any dispute arising under this Agreement shall first be subject to good-faith mediation prior to litigation.

**14. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**Accepted and Agreed:**

Salesperson Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Profile Your City, Inc & Club Properties Representative.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Profile Your City, Inc - Club Properties – Commission Summary**

### **Referring Ambassador**

**This Commission Summary provides a high-level overview of compensation for sales activity performed on behalf of Club Properties. This summary is governed by the full Sales Compensation Agreement.**

### **Commission Structure**

#### **\$1,000 per club – Qualified Introduction / Assisted Sale**

Paid when the salesperson makes a qualified introduction or assists in the sales process that results in a signed agreement and **received payment** by Club Properties.

Examples include:

- Scheduling or facilitating a demo or presentation
- Making a warm introduction that results in a sale
- Referrals, partnerships, podcasts, or events that directly lead to a closed club

### **When Commission Is Earned**

Commission is earned **only after Club Properties receives cleared funds** from the club. Payment will be issued within **fifteen (15) days** of receipt of funds.

### **Post-Termination Commission Tail**

Salesperson remains eligible for commissions on **documented leads** introduced or materially worked on during the term of engagement, provided that Club Properties receives payment **within six (12) months** following termination of this agreement.

### **No Residuals**

All commissions are **one-time payments per club**.

No ongoing, recurring, or residual revenue share applies unless expressly agreed to in writing.

### **Other Products.**

From time to time, Company may offer additional products or services. Any compensation related to sales of products other than club website offerings shall be determined separately and agreed to in writing and is not governed by this Agreement.

Summary / Reference Only