

the
Ultimate
C O L L E C T I O N *f*

**BUSINESS LETTERS
& CONTRACT GUIDES**

Over \$10,000 in contracts and agreements
that don't kill the deal

Collection of Letter Agreements

Here are the letter agreements that you've been waiting for. These are all between 1 or 2 pages in length and not full of legalese.

Agreement For Licensing An Old Product To Create A New One

If you find someone with a product that you can change into a different format or create a derivative from it, use this agreement to license their product and/or name so that you can create a new product, use their credibility and share the profits with them.

April 29, 2003

Dear _____ ,

This is a great opportunity AAA and BBB are entering into. By being able to edit reprint and republish your original copyrighted manuals/newsletter articles, I am going to create a new product from them to sell and create a second stream of income for the both of us.

This agreement between AAA CORP (hereafter referred to as "Client"), and BBB CORP., (hereafter referred to as "Consultant") puts our deal in writing so both of us and anyone else will understand what we have agreed to:

Client Agrees:

1. To grant Consultant an exclusive license to reprint, edit and/or republish, all (articles, manuals, published works) and use of client's name & publication titles in marketing the reprints/republications.
2. The license gives consultant power to sublicense 3rd parties to make & sell publications according to the rules below.
 - (a) No sublicensee can sublicense the publication of the articles under any circumstances whatsoever.
 - (b) Sublicensing by Consultant doesn't require consent by or consultation with Client.
 - (c) Upon creating a sublicense, consultant will promptly send Client a copy of the sublicense agreement.
 - (d) Royalty paid to Client through Consultant from the sublicensees is the same royalty in Paragraph 5 below.
3. To give consultant copies of previous issues from _____ to present; and copies of current issues when published.

Consultant Agrees:

1. To reprint, or edit and republish selected articles from the magazines or trade journals.
2. To create advertising copy promoting the sale of the reprints and/or republications, to be submitted to client for final editorial approval prior to use or publication by Consultant.
3. To provide Client with copies of the reprints, or edited and republished articles when requested.
4. To market the reprints and/or republications, when Client approves the reprints and marketing materials. Consultant will pay all expenses of product development, production, marketing, and order fulfillment.
5. To pay Client a licensing fee of fifty percent (50%) of the gross profits (gross profits equal to gross revenue less publisher and Consultants out of pocket costs) from selling the reprints.
6. To pay Client 75 days after each mailing and/or publication marketing effort in any marketing medium.
7. To defend & hold harmless Client, its directors, employees, successors and assigns against claims, lawsuits, loss, damage, from Consultant reprinting and/or republishing the articles and using client's trademarks and/or trade names.
8. To share the names of reprint/republication buyers with Client. Both Consultant and Client can rent the list and make offers to the list without obligation or payment to one another.

Both Consultant and Client Agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities and effort.
2. The prevailing party is entitled to attorney fees and costs incurred in enforcing the terms & conditions of this Agreement.
3. They are not entering any kind of partnership.
4. This letter agreement may be revised and updated from time to time by agreement in writing from both parties.
5. Client can access Consultant's financial records dealing with this agreement as necessary and convenient to verify the accuracy of fee payments. Consultant will immediately pay client any under paid licensing fees.
6. After the first published advertisement or mailing any part of the marketing package either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
7. Either party may terminate agreement twelve (12) months from the date of this agreement, by giving sixty (60) days advance written notice to the other party. When agreement is terminated Consultant keeps the marketing materials. If Client terminates agreement, Consultant may liquidate remaining inventory within twelve (12) months after termination and keep all the liquidation profits
8. No part of this agreement can be assigned, sublicensed, or otherwise transferred by Consultant while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
9. If there's a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.
10. Consultant owns the copyright of the advertising & marketing materials developed & can use the materials again.
11. Neither party can nor does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from Consultant's marketing efforts.
12. This Agreement is binding upon and for the benefit of both parties. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.

Consultant and Client agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Consultant

Name

Date

Name

Date

Barter Letter Agreement

Here is a barter agreement where you exchange a product or service for an item which can be sold at a future time. Use your imagination, and you'll find that this kind of agreement can be used in many different kinds of businesses.

April 29, 2003

Dear _____,

Thank you for allowing me to purchase _____ for use in my business and for agreeing to accept (bartered item/service) as payment for this purchase.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Supplier"), and BBB CORP., (hereinafter "Buyer") is designed to put our deal into writing so both of us and anyone else in the future will understand that we both agree to the following:

Supplier Agrees to:

1. Barter with buyer the goods and/or services listed below known as "Supplier Items" or set up credit for the items listed below.

- A. _____
- B. _____
- C. _____
- D. _____

2. Accept _____ as payment from Buyer.

3. Give Buyer the right to draw on the credit (if credit is setup) as a regular purchaser of supplier's products and set no time limit on the credits given.

4. Deliver the items or credits for the items listed above to buyer by _____, 2003

Buyer Agrees to:

1. Barter with supplier the goods and/or services listed below known as "Buyer Items" or setup credit for the items listed below, in exchange for "Supplier Items" listed above.

- A. _____
- B. _____
- C. _____
- D. _____

2. Give Supplier the right to draw on the credit (if credit is setup) as a regular purchaser of Buyer's products and set no time limit on the credits given.

3. Deliver the items or credits for the items listed above to Supplier by _____, 2003

Both Buyer and Supplier Agree:

1. The credits exchanged in this Agreement can be assigned in whole or in part.

AAA

BBB

Barter Letter Agreement for Personal Services

In this barter agreement, you'll get a product now in exchange for future services. You're able to resell product right away and the services are to be provided on demand. The return on investment, depends on what you sell the product for and how fast you sell it, so the return can be incredible.

April 29, 2003

Dear _____,

You're taking an important step in your business. Having an outside professional help you to improve your marketing strategies and methods to maximize the profits generated from your business assets can increase your profits and sales.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant Agrees to:

1. Consult with Client about marketing strategies and methods to maximize profits generated from Client's business assets (hereinafter known as "Consulting Services") according to the terms stated below.
2. Provide _____() hours of Consulting Services during the sixty (60) full calendar months following the date of this Agreement. The _____ hours of service don't have to be used all at once, Client will choose.
3. Record telephone consultations and give Client a transcript and audio copy, at Consultant's expense. Consultant will copyright the transcripts and audios in Consultant's name. Provided the name of Client, it's employees and proprietary products are deleted, Consultant can use the transcripts and audios for any purpose.
4. Use it's best efforts in the performance of consulting services.
5. Keep all information deemed confidential by client in strict confidence and returned to Client upon Client's request.
6. Begin consulting services no less than two full calendar weeks after the date of receiving Client's list of services.

Client Agrees:

1. To hire Consultant as an independent contractor for providing Consulting Services, including developing new marketing strategies to promote Client's product(s)/service(s) (hereinafter known as "Product").
2. To grant, sell, assign and transfer to Consultant, unconditionally and irrevocably, the items listed on the Bill of Sale attached to this Agreement, in exchange for AAA's stated hours of Consulting Services.
3. To give Consultant (with advance notice) a written list of the requested Consulting Services.
4. To give Consultant all materials determined to be necessary by Consultant to provide Consulting Services. Client must designate which information is confidential when delivered to Consultant.
5. That the marketing ideas, strategies and concepts stated and documented in the transcript(s) are Consultant's intellectual proprietary concepts. Client can't sell, license or promote in any form these ideas, concepts and strategies for the promotion and marketing of the Products.
6. Consultant can use any portion of the transcript(s) and/or audio tapes for any purpose.
7. Consultant has the option to provide Consulting Services from his business office or at Client's facility. All reasonable travel expenses will be paid in advance by Client.
8. To fully cooperate to permit Consultant to perform his services in the most effective manner.
9. To pay \$25,000 in damages to Consultant, in the event that any of the marketing information is used by client contrary to the terms of the certification. Client will pay damages within ten (10) days and return all materials provided by Consultant.

Both Consultant and Client agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities.
2. Consultant is providing counsel and advice and, notwithstanding prior success with other consulting clients in other businesses, consultant doesn't warrant or guarantee any level of success will be achieved using it's advice and concepts.
3. To use an arbitrator to settle any disputes from interpreting this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The findings of the arbitrator will be binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ will take place there also.
4. They are not entering any kind of partnership.
5. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
6. No part of this agreement can be assigned, sublicensed, or otherwise transferred by while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
7. They have the power and authority to enter into this Agreement and to fully perform their respective obligations hereunder, and this Agreement has been duly executed by it and constitutes a valid and enforceable obligation of it
8. They both commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the marketing material.

Client

Consultant

Name

Date

Name

Date

Title

Title

Contingency Letter Agreement

Offering your work on a contingency basis, is a great opportunity for both the business owner and the consultant. The Business owner only pays for the results the consultant generates and the consultant gets to share in the profits that his/her knowledge, skills and techniques are able to generate.

Working on contingency is applicable in so many other areas of business. So modify this agreement to suit your situation.

April 29, 2003

Dear _____,

Thank you for the opportunity to create the marketing campaign program for AAA Corp. I'm looking forward to creating great marketing materials for you and your business to sell, _____ (further known as products).

This agreement, between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant:

1. Has the marketing experience that compliments the ideas & concepts Client has created.
2. Agrees to create necessary documentation and operational plan which may include personal appearances, sales, multimedia advertising and/or direct mailing of promotional materials to bring the products to client's target market(s).
3. Will recommend marketing strategies for achieving the best results in marketing these products/services.
4. Agrees to protect the integrity of Client's products and services.
5. Will secure quotations for the cost of graphics, design, typesetting, printing, mailing, scripting, advertisement space in selected media, list rental fees, and other out-of-pocket costs necessary to implement the strategy developed for Client and, subject to the dollar limitation below.

Client agrees to:

1. Use Consultant as it's exclusive marketing agent and consultant, to create Client's marketing strategies.
2. Only modify Consultant's materials based on a mistake of fact or legal violation, and inform Consultant immediately
3. Provide a person consultant can communicate with during normal business hours, for the purpose of coordinating marketing activities & direction for implementation of Consultant's marketing strategies.
4. Promptly pay all third party suppliers of the services needed to implement the strategies
5. Expend no less than ten percent (10%) of pre-tax profits to pay for future marketing activities.
6. Calculate & prepare, on or before the 15th day of the calendar month, a statement of Client's gross revenues, marketing expenses, fulfillment costs, and profit for the month.
7. Pay Consultant ____% of all profits from the sale of clients products as long as this agreement is in force. All payments are to be accompanied with the statements provided by client.
8. Provide consultant with Client's existing customer list. The cost of computerizing the list and all hard costs of mailing to the list shall be considered "marketing expenses" as that term is further defined below.
9. To approve in writing, implement and comply strictly with consultants marketing package & instructions within _____ months and spend up to \$_____ during the first _____ months of this agreement in the implementation of the initial tests of the marketing strategy and programs designed by Consultant.
10. Pay consultant a one time, nonrefundable advance against consultant's profit percentage fee in the amount of _____ Dollars (\$____). No additional cash payment for fees shall be due to BBB, and this advance shall be credited against future fees due to BBB, until the \$_____ advance is fully recouped by Client.

Both consultant and client agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities.
2. To use an arbitrator to settle disputes arising from interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The findings of the arbitrator will be binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ will take place there also.
3. They are not entering any kind of partnership.
4. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
5. Consultant has access to client's financial records as necessary and convenient to verify the accuracy of fee payments. If licensing fees have been underpaid. Client will immediately pay Consultant the amount of the underpayment.
6. After the first publicized advertisement or mailing any part of the marketing package, either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
7. In the event that any of the marketing package are used by Client contrary to the terms of the certification, client shall be required to pay \$25,000 as liquidated damages to Consultant within ten (10) days following demand therefor.
8. Seven calendar days after termination licensee will return to licensor all the marketing material contained in the marketing package. And certify in writing that the materials have been returned
9. Consultant own the rights to the materials developed & has the rights to use the materials again.
10. Any attempt to assign, sublicense, or otherwise transfer this agreement by Client is a breach of this Agreement.
11. Both parties recognize that Consultant can't and doesn't warrant any particular level of success or that any increase in gross revenues will result from Client's use of the marketing package.
12. And commit to the above conditions and have signed this letter to execute this agreement.

Client

Consultant

Name

Date

Name

Date

Copy Writer Agreement

Do you need a great sales letter, classified ad, newspaper ad, newsletter or yellow page ad written? Unless you are going to do it by yourself, you're going to need a great copywriter. This is an agreement to employ a great copywriter to create advertising for your product or service.

04/29/03

Dear _____ ,

You have made a great choice to create a sales letter for promoting and selling AAA Inc.'s products and services. I am also glad that you have chosen and given BBB Inc. the opportunity to create the copy for your sales letter. I look forward to creating a spectacular sales letter to open up new markets and create many new sales for your company.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant:

1. Will create an original, sales letter and lead generating device promoting the sale of _____ (hereinafter "product"). To be delivered no later than _____
2. Will recommend marketing strategies for achieving the best results in marketing these products/services.
3. Agrees to protect the integrity of client's products and services.
4. Has the right to audit the sales of client to verify sales

Client:

1. Has the right to promote and market products and services created/owned by Client
2. Has the right to approve and publish or refuse and return the sales letter in writing. If sales letter is published one time, client not obligated to publish the advertisement at any other time
3. Only modify materials created by Consultant based on a mistake of fact or a potential violation of applicable law, and inform Consultant immediately.
4. Agrees to pay Consultant the sum of ONE THOUSAND DOLLARS (US) (\$1,000US) and shall reimburse Consultant for out-of-pocket expenses incurred in having the advertisement made camera-ready, whether or not client decides to publish the sales letter, payable 7 days after delivery and acceptance of the sales letter.
5. Owns the copyright to all advertising created by Consultant for Client pursuant to this Agreement, and Consultant shall have no claim to them.

Both Consultant and Client Agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities.
2. To use an arbitrator to settle any dispute that arises from interpretations of the terms of this agreement. All disputes will be submitted to arbitration under the rules of the American Arbitration Association and the findings of the arbitrator will be binding on all parties. All arbitration will take place in the state of Illinois and interpretation of this agreement shall be governed by the laws of the state of Illinois.
3. That they are not entering any kind of partnership.
4. This letter of agreement may be revised from time to time by written agreement both parties.
5. Either party can terminate this agreement at any time.

Client

Consultant

AAA

Date

BBB

Date

Title

Title

Intellectual Property Rights Agreement

You have this great idea that is very profitable, money saving, time saving or just valuable in some way. Unless its totally TOP SECRET information that can't be shared with anyone out side of your company, it makes sense to make even more money from your ideas.

Sell/Rent your intellectual property to another business that can use it. You can sell it to another industry, if its applicable to a different industry and you can also sell it to another business in your industry. Wouldn't it be fun to be making money from your competitors?

This agreement can help to make sure you get paid appropriately for your knowledge. Always keep control while getting paid, so you can take a percentage over and over and over again from multiple buyers.

April 29, 2003

Dear _____,

Your company _____ has devoted a lot of time and resources in developing _____, and the successful and proven marketing system with supporting advertising copy and other promotional materials (to be known as the "marketing package"). I believe that marketing package also has useful applications in the _____ industry. Thank you for the opportunity to license your Marketing Package.

This agreement between AAA CORP (hereinafter "Licensor"), and BBB CORP., (hereinafter "Licensee") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Licensor:

1. Agrees to give Licensee a non-exclusive license to use the marketing package for the promotion of Licensee's products/services as long as this agreement is in force. Licensor will deliver the marketing package to Licensee within _____ days following the signing of this agreement.
2. Understands, Licensee can continue implementation of existing marketing programs, promotions and/or strategies provided Licensee creates and uses a separate revenue account to collect revenues generated by the marketing package.
3. Guarantees that the materials contained in the marketing package is the sole property of Licensor.

Licensee:

1. Understands and agrees, licensor owns the exclusive intellectual property rights and copyrights to the marketing package and all materials included. Licensee will use marketing package to promote its products or services in strict accordance with the terms of this Agreement.
2. Agrees to implement the marketing package within _____ calendar days after receiving it. Licensee won't change any part of the marketing material, except for changes related to Licensee's product/service, or potential law violations.
3. Will pay all costs of implementing marketing package in promoting Licensee's products or services.
4. If Licensee continues using existing/new marketing programs in addition to the marketing package, a separate account will be set up for revenues received from using marketing package. The amount of the license fee due to Licensor shall be _____ percent (____%) of the gross revenues received by Licensee in the separate account.
5. The license fee from all revenues received from the implementation of the marketing package, is due to Licensor twenty (20) days following the end of the calendar month for which they are due.
6. Agrees to return to licensor all materials in the marketing package and all its derivatives, within 30 calendar days, if and when this agreement is terminated.
7. Will defend and protect Licensor, its employees, successors etc, against all lawsuits, damages, demands, judgments, and/or awards against Licensor, resulting from or arising out of Licensee's use of the marketing package; except for any copyright infringement from using the advertising copy or other printed material included in the marketing package.

Both Licensee and Licensor agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities.
2. To use an arbitrator to settle disputes from interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The findings of the arbitrator will be binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ will take place there also.
3. They are not entering any kind of partnership.
4. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
5. Licensor has access to Licensee's financial records as necessary and convenient to verify the accuracy of fee payments. If licensing fees have been underpaid. Licensee will immediately pay licensor the amount of the underpayment.
6. After the first publicized advertisement or mailing any part of the marketing package, either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
7. In the event that any of the marketing package are used by Licensee contrary to the terms of the certification, Licensee shall be required to pay \$25,000 as liquidated damages to Licensor within ten (10) days following demand therefor.
8. Seven calendar days after termination licensee will return to licensor all the marketing material contained in the marketing package. And certify in writing that the materials have been returned.
9. No part of this agreement can be assigned, sublicensed, or otherwise transferred by Licensee. Any attempt to do so is considered a breach of this Agreement.
10. Licensor can't and doesn't warrant any particular level of success or any increase in gross revenues will result from Licensee's use of the marketing package.

The Licensor and the License both agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. The licensor will then forward the marketing material.

Licensor

Licensee

AAA

Date

BBB

Date

List Use Letter Agreement

Having a large mailing list full of good qualified prospects that would be interested in your products and services is a beautiful thing to have. Unfortunately most of us don't have such a huge list... yet!

However you can rent other people's mailing lists and sell to their clients and customers, so that you can build your own list.

This agreement is for a perpetual license that you pay a flat fee to purchase the right to use the list.

April 29, 2003

Dear _____,

AAA Inc. must be a very successful business, to own a mailing list of ____ AAA Inc. clients (further known as the list) who are so happy with your products and services that they want to keep in contact with you. This is an almost priceless asset, because you're able to provide your clients with other products and services that will benefit them, strengthen your bond to them and allow you to profit as well.

That being the case, BBB has a product/service that I feel would be of interest and benefit to your clients. I thank you for granting me the opportunity to acquire the continued use of your mailing list.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

AAA agrees to

1. Grant BBB a perpetual and (subject to the restrictions below) irrevocable license to BBB to use the List. BBB can use but not rent or sell the List.
2. Provide BBB a copy of the List within 10 days from the date of executing this agreement.

BBB agrees to

1. Use of the List only for promotion of products or services owned or sold by AAA or the promotion of products or services owned or contracted by BBB to provide marketing services which don't compete with any product owned or sold by AAA
2. Pay AAA a one time fee of \$_____ for the license granted by AAA above.
3. Receive at least 30% of the gross profit from BBB's marketing efforts. This requirement is to make sure that BBB doesn't rent the List.
4. Comply with the limitations upon the use and the transfer of the List provided in this Agreement.

Client and Consultant both agree and commit to the above conditions and have signed both copies of this letter to execute this agreement.

Client

Consultant

AAA

Date

BBB

Date

List Usage With Contingency Fee Agreement

This agreement can be used with a business that has their mailing list organized and know the value of it. It can also be used with those businesses that don't realize the gold mine that they are sitting on.

You can prove to them the value of their list on a "no risk" basis and as an added bonus you might get a client for life.

April 29, 2003

Dear _____ ,

AAA Inc. must be a very successful business, especially because it owns a mailing list of _____ clients who are so happy with your products and services that they want to keep in contact with you. This is an almost priceless asset, because you are able to provide your clients with other products and services that will benefit them, strengthen your bond to them and allow you to profit as well.

I thank you for the opportunity to show you how this incredible, indispensable and important asset can be turned into a powerful ongoing stream of income. And for granting me a license to continue using the list, under the terms stated below.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Client agrees to:

1. Acknowledge the fact that Client is the sole owner of the names and addresses of not less than _____(_____) customers, known to the parties as hereafter as the "List".
2. Grant Consultant a license to use the List for the purpose of creating additional streams of income and revenue for Client, and continuing use thereafter, under the terms stated below.
3. Give Consultant a copy of the List within 10 days of executing this agreement. Consultant agrees to review and create a consolidated mailing list of Client's customers, if Client doesn't have a complete single list. If Client has a complete List then the license is for a one-time trial use. If Consultant creates the consolidated list, then Consultant is allowed to mail two different packages to the List. Consultant can't rent or sell the List.

Consultant agrees to:

1. Show Client how to create additional streams of income and revenue for Client's business by marketing additional products and services to the List.
2. Mail a marketing package to the List on behalf of Client. The marketing package will offer for sale one or more of the products or services listed on "Item list A", attached to this agreement, on Client's behalf.
3. Pay all costs to produce and mail the promotional package to the List. Consultant will receive, process and account for all orders received from the mailing. Consultant will deliver the orders and money to pay for Client's out of pocket costs to provide and ship the product or service sold from the mailings, along with _____% of the revenue remaining. Consultant will keep the amount of money needed to recover Consultant's actual out of pocket costs to produce and mail the promotional package. If the revenues aren't enough to cover all of Consultant's costs then Consultant will suffer the loss and Client isn't required to pay any of the expenses.

Both Client and Consultant agree:

1. If each receives the amount of money needed to recover their costs specified in paragraph 3.above, Client shall receive percent (____%) of the remaining revenues as a license fee for having permitted the use of the List, and Consultant shall retain _____ percent (____%) of the net revenues.
2. After the license permit is completed, Client can terminate this Agreement with no further obligation to Consultant. If Client is convinced BBB's contingency marketing methods can increase Client's sales and revenue, then Client and Consultant may create a new longer term contingency marketing services agreement.

Client and Consultant both agree and commit to the above conditions and signed both copies of this letter to execute this agreement.

Client

Consultant

AAA

Date

BBB

Date

List Rental Agreement

Maybe you just want to mail to a list one time. This agreement will allow you to use a mailing list one time for a fixed fee.

You will be able to keep any of the names of the people who respond to your offer for future unrestricted use.

April 29, 2003

Dear _____ ,

I thank you for granting me a license and the opportunity to rent AAA Inc. customer list to mail and offer them BBB's

_____.

This agreement, effective _____, 20____ between AAA Inc. (hereinafter "Licensor"), and BBB CORP., (hereinafter "Licensee") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Licensor agrees to:

1. Rent Licensor's mailing list to Licensee for the sum of _____ Dollars (\$ _____).
2. Allow Licensee to keep the names and addresses of individuals who respond to Licensee's materials and/or order _____ and use them for any purpose without payment or permission from licensor.

Licensee agrees to:

1. Rent Licensor's mailing list for the one time fee of \$ _____.
2. Perform a one time mailing of advertising materials (subject to review and approval by client. Approval won't be held unreasonably.) for the sale of _____ to the names and addresses in clients mailing list.

Both Licensor and Licensee agree:

1. Licensor can't and doesn't promise any level of response or success from advertisements sent to individuals or addresses on the mailing list.
2. To act in good faith and carry out their responsibilities to the best of their abilities.
3. To use an arbitrator to settle disputes arising from interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The findings of the arbitrator will be binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ will take place there also.
4. They are not entering any kind of partnership.
5. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
6. Licensor has access to Licensee's financial records as necessary and convenient to verify the accuracy of fee payments. If licensing fees have been underpaid. Licensee will immediately pay licensor the amount of the underpayment.
7. After the first publicized advertisement or mailing any part of the marketing package, either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
8. No part of this agreement can be assigned, sublicensed, or otherwise transferred by Licensee while this agreement is valid. Any attempt to do so is considered a breach of this Agreement. If this happens Licensee shall be required to pay \$25,000 as damages to Licensor within ten (10) days following demand therefor.
9. Seven calendar days after termination licensee will return to licensor all the marketing material contained in the marketing package. And certify in writing that the materials have been returned.
10. BBB agrees to defend and hold harmless AAA, from all lawsuits, claims, demands or damages from mailing BBB's materials to AAA's List.

Client and Consultant both agree and commit to the above conditions and signed both copies of this letter to execute this agreement.

Client

Consultant

AAA

Date

BBB

Date

Marketing Consultant Retainer Agreement

You know that your techniques, tactics and systems work and you are willing to only get paid if what you do produces results. However a business owner might not be willing to go for a contingency or results only payment.

With this agreement you first prove what you can do, then if the owner approves of the results, the owner will then pay you a continuing fixed monthly retainer.

April 29, 2003

Dear _____,

Your business provides a great service to consumers by providing them with _____. Being a great business owner you understand that the best way to bring your product to your customer's attention is through the use of integrated marketing tactics and strategies.

You've made a smart decision allowing BBB to optimize existing or develop and provide new marketing strategies for the promotion of your products or services.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant Agrees to:

1. Use its best efforts to develop a marketing program for generating substantially increased gross revenue, which may include sales promotions, media advertising and/or the direct mailing of promotional materials (further known as "Marketing Package")
2. Get price quotes and arrange for the advertising and promotional materials to be produced and placed with advertising media. Including cost of graphics, design, typesetting, printing, mailing, advertisement space in selected media, and other out-of-pocket costs necessary to implement the strategy developed for Client
3. Be in charge of direct mail programs sent to prospects for Client's products or services.
4. Provide reports, opinions and advise about Client's marketing strategies and tactics.
5. Keep all information confidential that is determined by client to be confidential at the time of delivery, except for information approved by client that may be used in advertisements or promotional literature prepared by BBB for Client. This information will be returned to Client upon termination or expiration of this Agreement.

Client Agrees:

1. BBB has authority to create and implement the strategy created.
2. To strictly follow the marketing strategy's and consultant's written instructions. They can be changed only for a mistake of fact or a potential violation of applicable law.
3. To advance to consultant a minimum of \$ _____, within 30 calendar days after receiving Marketing Package, required to pay third party suppliers of the services listed in Marketing Package startup phases.
4. To keep all of consultant's ideas, strategies and tactics confidential from any other person, corporation, partnership or association. Client is responsible for the supervision, management, control and non-disclosure of proprietary information during the term of this Agreement.
5. To defend, protect and save harmless Consultant and its successors against all lawsuits and from all damages, claims, and demands for actual or alleged copyright, trademark, trade name or patent infringement

Both Client and Consultant agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities and effort.
2. Consultant receives no fees or retainer for creating Client's Marketing Package, until thirty (30) days after an advertisement's publication or mailing a direct mail promotion made on Client's behalf.
3. Thereafter and for as long as Client wants the right to use any part of Marketing Package, whether or not a copyright is claimed, and continue Consultant's on-going marketing consultation and expertise, Client agrees to pay BBB the sum of _____ Dollars (US\$ _____) on the first day of each and every calendar month thereafter.
4. Neither party can nor does warrant any particular level of success or that any increase in gross revenues will result from _____. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.
5. No part of this agreement can be assigned, sub licensed, or otherwise transferred by Consultant while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
6. Consultant owns the rights to the materials developed & has the rights to use the materials again. Client can purchase an exclusive license to make, use and sell products, services and or marketing package created by consultant without payment of royalties for as long as this agreement or any extension is in effect.
7. The prevailing party is entitled to attorney fees and costs incurred in enforcing the terms & conditions of this Agreement.
8. Notices about this agreement must be in writing, mailed to the addresses below and delivered by certified mail with return receipt. Any mailing will be considered delivered, if not actually received within three business days after mailing.

To: _____

To: _____

If you agree to above, Please Initialize - XXX _____ Date _____ YYY _____ Date _____

9. Any changes of address must be given in writing with in three business days before the change is effective.
 10. If there's a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.
 11. This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.
 12. To continue this agreement until Consultant's first fee payment is due and for as long as Client pays the monthly retainer fee. After the first fee payment either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
 13. Seven calendar days after termination Client will return to consultant all the marketing material contained in the marketing package. And certify in writing that the materials have been returned
 14. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
- Consultant and Client agree and commit to all the conditions in this agreement and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client		Consultant	
_____ Name	_____ Date	_____ Name	_____ Date
_____ Title		_____ Title	

Non-Disclosure Agreement

Before offering any of your services and skills, learn as much as possible about the business you're offering your service to. Protect yourself and the business owner. This is the agreement is to protect the owner from having his/her proprietary information revealed without some sort of guarantee.

Warning!!! You will be limited by this agreement. You still have to abide by the non-disclosure even if you don't work with the company. You can use a looser agreement needed, but be sure the basic idea is still there.

08/06/03

Dear _____,

I understand AAA inc. spent considerable time, effort and funds in developing _____ and implementing a successful marketing campaign (hereinafter "Confidential Information"), must be kept confidential so you can maintain a competitive advantage in your industry

I thank you for the opportunity to receive, review and evaluate information regarding _____ to determine whether or not BBB Inc's contingency marketing skills can effectively increase AAA Inc's sales and profitability. while at the same time I recognize and will maintain the strictest possible confidentiality of the Confidential Information.

This agreement between AAA CORP (hereinafter "discloser"), and BBB CORP., (hereinafter "Receiver") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Discloser Agrees:

1. To disclose information Receiver needs to evaluate and decide if Receiver's contingency marketing skills and capabilities can be applied effectively to Discloser's industry, specific products and/or services to increase sales and profitability.
2. Receiver won't need to keep information confidential that Receiver proves is public knowledge at the time of disclosure, becomes public knowledge by no fault of Receiver or that Receiver knew before receipt and has written documented records. Discloser will receive copies of the records within thirty(30) days after receipt of Confidential Information.

Receiver Agrees:

1. To protect and hold in strict confidence every part of the Confidential Information, nor furnish any equipment, documentation or physical manifestation making use of Confidential Information, to any person or entity without Discloser's prior written consent; and not use, Confidential Information for its own benefit.
2. Only to disclose parts of Confidential Information to its employees and/or contractors who need to know. Each employee or contractor will sign an original Nondisclosure Agreement similar to this one for Discloser's benefit.
3. No right or license to commercially exploit the Confidential Information is made or granted in this Agreement.
4. Not to apply for a patent or copyright in any country or claim interest in Confidential Information or Discloser's Technology. Receiver shall immediately notify Discloser if its discovered that Confidential Information or Discloser Technology is being used.
5. To return to discloser materials that embody or refer to the Confidential Information, when requested by discloser, unless Discloser and Receiver enter into an agreement dated after this Agreement, allowing Receiver to retain any such items.
6. This Agreement's restrictions are to protect Discloser's legitimate interests. Violating these restrictions would cause Discloser substantial injury and wouldn't have disclosed the Confidential Information without these restrictions.

Both Discloser and Receiver Agree:

1. All Confidential Information delivered to Receiver by Discloser is the property of Discloser.
2. "Confidential Information" is any information including but not limited to Discloser's products, services, trademarks, copyrights, intellectual property, formulas, systems, presentations, devices, concepts, techniques, marketing and commercial strategies or data which isn't public knowledge or Discloser has legitimate interest in maintaining secret.
3. Discloser is not granting Receiver an offer for the sale, license or other transfer of the Confidential Information. Any offer for sale, license, or other transfer of the Confidential Information will be made in a separate agreement.
4. This Agreement doesn't prevent Receiver from disclosing any and all information about Discloser, including but not limited to the Confidential Information, to a court or government agency that issues a demand or warrant. Receiver will notify Discloser about any notice to disclosure Confidential Information within forty-eight (48) hours of receiving notice.
5. To use an arbitrator to settle disputes in interpreting this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ and will take place there also. The prevailing party is entitled to fees and costs incurred in connection with the enforcement of this Agreement.
6. If there's a breach of this agreement the offending party must pay \$25,000 in damages to the other party within ten (10) days following demand for payment.
7. No part of this agreement can be assigned, sub-licensed, or otherwise transferred by Consultant while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
8. This Agreement is binding and beneficial for both Parties and their respective heirs, successors & representatives. The signers of this agreement are authorized to do so on behalf and in the name of their business, partnership or corporation.
9. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Consultant and Client agree and commit to all the conditions in this agreement and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Consultant

Name

Date

Name

Date

Productivity Enhancement Agreement

Many businesses have hidden treasures inside them, you have to just look closely. There are great labor-saving, cost-cutting, productivity enhancing practices and techniques that are used everyday and most companies don't even realize their value.

There are many other companies that would give almost anything to be able to use these techniques and systems. However many companies might be a little wary about having a competitor give them business advice. You would be too. This agreement lays out the basic ideas for you to be able to profit from these opportunities, while assuring the business owner that you will not be jeopardizing his or her company.

Tip: It might be a good idea to use a non-disclosure agreement along with this agreement.

April 29, 2003

Dear _____,

AAA Corp. being a business that makes _____ (hereinafter Principal Business) has one or more moneymaking, productivity enhancing or cost saving practices or techniques that BBB Corp has identified and believes would be valuable to businesses outside the industry of Principle Business.

Thank you for permitting BBB Corp. to capitalize on and market these moneymaking, productivity enhancing or cost saving practices or techniques for AAA's and BBB's mutual benefit.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Discloser"), and BBB CORP., (hereinafter "Receiver") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Discloser Agrees:

1. AAA hereby grants to BBB an exclusive, transferable, irrevocable, perpetual license to commercially exploit the Practices in any industry other than _____ the industry of the Principal Business, and to grant sublicenses. AAA agrees that BBB may use the name of AAA and its experience in applying the Practices in the marketing of the Practices.
2. To defend & hold harmless Receiver, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from a breach of any covenant, representation or warranty made by Discloser in this Agreement.
3. AAA covenants, warrants, certifies and agrees that AAA has made available to BBB all the data in its possession regarding the Practices.
4. The license granted may be relinquished by BBB at anytime upon BBB giving notice of such relinquishment to AAA.

Receiver Agrees:

1. For so long as BBB or his successors and assigns continue to commercially exploit the Practices, BBB shall pay AAA _____ percent(%) of the net revenues received by BBB from the commercial exploitation of the practices.
2. For and in consideration of the grant of the license contained herein, BBB agrees to spend not less than _____ Dollars (\$) during the period commencing _____ and ending _____ to reduce to a marketable form the ideas represented by the Practices, and to market those Practices to others.
3. AAA has a proprietary interest in the moneymaking, cost saving or productivity enhancing practices or techniques listed on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called "Practices").
4. To defend & hold harmless Discloser, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from a breach of any covenant, representation or warranty made by Receiver in this Agreement.
5. To calculate and prepare within thirty (30) days after each calendar quarter starting the first full calendar quarter of sales of products or services derived from the practices, following the date of this agreement minus Consultant's general, administrative, out of pocket and marketing expenses from providing the products and services derived from the practices. Receiver will provide Discloser a copy of the statement along with ___% of the remaining revenue.

Both Receiver and Discloser agree:

1. "Net revenue" equals the gross revenues collected by receiver from the commercial exploitation of the practices, minus out-of-pocket marketing expenses, actual administrative expenses, product cost and order fulfillment costs for all products and services sold (to include production, packaging and shipping costs, and royalties and commissions payable) and a reasonable reserve set by receiver for refunds.
2. "Marketing expenses" includes but isn't limited to receiver's out-of-pocket expenditures promoting sales, products and services, sales commissions or salaries, publication costs, list rentals, graphic design, copy writing, informational materials, mailing, order processing costs, costs incurred in negotiating, producing and distributing video promotions.
3. To act in good faith and carry out their responsibilities to the best of their abilities and effort.
4. To use an arbitrator to settle disputes about this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ and will take place there also. The prevailing party shall be entitled to arbitration fees and costs incurred in connection with the enforcement of the terms and condition.
5. Notices concerning this agreement must be in writing, mailed to the addresses below and delivered personally or by certified mail with return receipt requested. Any such mailing will be considered delivered, if not actually received within three business days after mailing.

To: _____ To: _____

Any changes of address must be given in writing with in three business days before the change is effective.

If you agree to above, Please Initialize - XXX _____ Date _____ YYY _____ Date _____

6. Discloser has access to Receiver's financial records as necessary and convenient to verify the accuracy of fee payments. If licensing fees have been underpaid, Receiver will immediately pay Discloser the amount of the underpayment.
 7. If there is a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.
 8. Neither party can nor does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from _____. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.
 9. No part of this agreement can be assigned, sub licensed, or otherwise transferred by Receiver while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
 10. There's no pending or threatened litigation(s) stopping them from carrying out their obligations in this agreement. Executing any portion of this agreement won't violate any government law, administrative rule, company regulation or decree or breach any other agreement the party is bound to. Both parties are financially responsible and able to meet its obligations pursuant to the terms of this Agreement.
 11. This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.
 12. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
- Receiver and Discloser agree and commit to the all the conditions in this agreement and have signed both copies of this letter to execute this agreement. Discloser will then forward the necessary information and material.

Discloser

Receiver

Name

Date

Name

Date

Title

Title

Agreement For Creating A New Profit Center

Have you uncovered a business opportunity hidden in someone's business that they aren't able to or unwilling to startup and operate? With this agreement, you can create a new business out of an opportunity that the business owner had decided not to pursue.

You will be able to use the owner's customer mailing list and have the owner's agreement that his/her company will not compete with you. If the owner will agree to it you might even get a license to use the company's name and run the new profit center in connection with their name.

April 29, 2003

Dear _____,

In your business of _____ (hereinafter "Principal Business"), you have an opportunity to create a new profit center producing _____ (hereinafter "Profit Center"). Although you could work on this profit center, you've realized that you don't have the time, money or desire to add this new business to your existing operations.

Therefore, I thank you for the opportunity to acquire the assets and associated rights to the Profit Center to establish and create for our companies a new income stream.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Client Agrees:

1. To grant and sell to consultant all of Client's right, title, interest, copyrights and physical assets listed on the attached page. Client warrants and represents that he/she owns the right, title and interest in and to all property listed on the attached page free and clear of any third party claims or copyright infringements.
2. To give consultant a perpetual license to use Client's names in connection with the Profit Center. The license permits no one except Consultant to use or to grant sublicenses.
3. To deliver to Consultant a copy of Client's past and present customers names, addresses and zip codes, and telephone numbers, approximately _____ in number. Client will also provide consultant any other marketing, promotional, demographic and/or psychographic information Consultant deems necessary.
4. To deliver within _____ days to consultant's office, properly executed Bill of Sale, Assignments of Copyrights, Trademarks, and other such documents for reasonably required to carry out this agreement.
5. And guarantees that all statements made and data released to Consultant about the Profit Center are true, accurate and factual including but not limited to data on mailing lists, number mailed, rate of return, renewal rates, revenue receipts, number of customers, etc.

Consultant Agrees:

1. That Client's customer names will never be used by Consultant in any way to compete with Principal Business.
2. To pay Client _____ Dollars (\$) _____ at the date of signing this agreement in exchange for the above mentioned rights, titles and assets.
3. To calculate, prepare and deliver to client, profit center's calendar quarter statement of gross revenue actually received within 30 days after the end of each calendar quarter. For every calendar quarter that the Profit Center shows net revenue, Consultant will pay client _____ (%) of the net revenue as long as client or its assigns continues to operate the Primary Business.
4. Not to compete with client in the geographic area encompassing _____, as an owner, partner, joint venturer, employee, agent, contractor etc. as long as client and its assigns continue to own and operate the Primary Business and encompass the Profit Center. To do so is a breach of this agreement.
5. To defend & hold harmless Client, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from consultant conducting Profit Center business after the date of execution; except for any loss, damage or liability resulting from client's negligence.

Both Consultant and client agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities and in a timely manner.
2. Any pronoun used in the singular shall include the plural, and any pronoun of the masculine gender shall be read to include the feminine and the neuter genders, respectively, as the context may require.
3. "Net revenue" equals the gross revenues from the sale of Profit Center products and services, minus out-of-pocket marketing expenses, actual, 15% of sales for refund reserve, administrative expenses, product cost and order fulfillment costs for all products and services sold (to include production, packaging and shipping costs, and royalties and commissions payable),
4. "Marketing expenses" includes but isn't limited to consultant's out-of-pocket expenditures to promote Profit Center's products and services, sales commissions or salaries, publication costs, list rentals, graphic design, copy writing, production of informational materials, mailing, order processing costs, costs incurred in negotiating, producing and broadcasting television promotions.
5. To use an arbitrator to settle disputes about interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ and will take place there also. The prevailing party shall be entitled to arbitration fees and costs incurred in connection with the enforcement of the terms and condition.

If you agree to above, Please Initialize - XXX _____ Date _____ YYY _____ Date _____

6. Notices concerning this agreement must be in writing, mailed to addresses below and delivered personally or by certified mail with return receipt. If not received within 3 business days, such mailing is considered delivered.

To: _____

To: _____

Any changes of address must be given in writing with in three business days before the change is effective.

- 7. Client has access to Profit Center's financial records relating to this agreement as necessary and convenient to verify the accuracy of revenue percentage payments. If percentage payment has been underpaid. Consultant will immediately pay Client the amount of the underpayment.
- 8. No part of this agreement can be assigned, sublicensed, or otherwise transferred by Licensee while this agreement is valid. Any attempt to do so is considered a breach of this agreement.
- 9. If there is a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.
- 10. Neither party can or does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from the Profit Center. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.
- 11. There's no pending or threatened litigation(s) stopping them from carrying out their obligations in this agreement. Executing any portion of this agreement won't violate any government law, administrative rule, company regulation or decree or breach any other agreement the party is bound to. Both parties are financially responsible and able to meet its obligations pursuant to the terms of this Agreement.
- 12. This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.
- 13. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Consultant and Client agree and commit to all the conditions in this agreement and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Consultant

Name

Date

Name

Date

Title

Title

Referral Fee Agreement

Referral fees are a great way to build your business because you create a virtual army of sales people who spread the word about your business, for no out of pocket cost to you.

With this agreement can have people referring new prospects to your business, and when the prospect converts into a paying client, you will pay the referrer a percentage of the sales.

April 29, 2003

Dear _____,

As per our conversation on _____, 20__, You are interested in finding potential clients who are interested in _____ that XXX Corp offers. You also like to become an associate and receive a percentage of the fees collected from the client, as a referral fee.

XXX Corp is willing to associate with and pay YYY Corp a referral fee on any prospects that become clients with XXX Corp

This agreement, effective _____, 20__ between YYY Corp (hereinafter "Associate"), and XXX Corp., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant Agrees:

1. To associate with Associate to provide marketing services to the prospects that become Clients.
2. To grant Associate an non-exclusive license to use the ideas, information, marketing programs, sales promotions and marketing strategies learned from Consultant, with new prospects that engage associate. Associate can't transfer this license by any means, and any attempt to transfer this licenses is a breach of this agreement.
3. To provide strategic marketing planning and tactics to implement the marketing strategies developed for client.
4. To be responsible for overall client relations
5. To be responsible for invoicing Client and collecting fees for Consultant's services. All net revenues received from the Client will be distributed 75% to Consultant and 25% to Associate. Consultant will send associates referral fee commissions within five business days of receiving payment for services from a client
6. To defend & hold harmless Associate, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from any misrepresentation or warranty made by to a client by Consultant in this agreement.

Associate Agrees:

1. Consultant will negotiate the specific terms and provisions of the Marketing Services Agreement between Consultant and the Client.
2. To protect Consultant proprietary, intellectual property and interests by entering into nondisclosure agreements with each of associates employees.
3. To be responsible for local liaison with the Client when necessary.
4. To coordinate all future direct contacts with Client and Consultant to assure consistent representation and acknowledges that Consultant must have extensive, direct contact with the Client.
5. To defend & hold harmless Consultant, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from a breach of any covenant, representation or warranty made by Associate in this Agreement.

Both Consultant and Client Agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities and effort.
2. They are not entering any kind of partnership.
3. To use an arbitrator to settle disputes about interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement will take place in and is governed by the laws in the state of _____. The prevailing party will be entitled to arbitration fees & costs incurred from the enforcement of the terms and conditions.
4. Either party has access to the other's financial records concerning this agreement, as necessary and convenient to verify the accuracy of fee payments. If amounts have been underpaid, the party who underpaid will immediately pay the other party the amount of the underpayment.

If you agree to above, Please Initialize - XXX _____ Date _____ YYY _____ Date _____

5. Any list of new buyer's names, addresses and other pertinent marketing demographic data collected during the term of this Agreement is owned by both Consultant and Associate. Each party can use the for any purpose without restriction (other than those imposed under the agreement with Client, if any) or obligation one to the other.
6. If there is a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.
7. Consultant owns the advertising and marketing materials copyrights and can use the materials again.
8. Neither party can nor does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from XXX Corp marketing services. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.
9. This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.
10. After the first three (3) months of this Agreement, either party can terminate this Agreement by giving the other party at least thirty (30) days written notice prior to the termination date. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Consultant and Associate agree and commit to all the conditions in this agreement and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Associate

Consultant

YYY Corp

Date

XXX Corp

Date

Simple Letter Agreement

This is a very simple letter agreement for the creation of a new product from a companies existing products, services, information etc. The new product can be a seminar, manual, software and a whole host of other things. There are no penalty or damage clauses in this agreement so use it with people to trust.

May 5, 2003

Dear _____,

This is a great opportunity for both of us to create a new product to promote and offer to the marketplace.

This agreement made this 5/5/03 by and between AAA here and after referred to as client and BBB inc. agree as follows:

1. Client has developed and established (Client's Product/Service Name)
2. BBB Inc. has the marketing experience that compliments the ideas and concepts that client has created.
3. BBB Inc. will put together the necessary documentation and operational plan to bring client's ideas and concepts to the _____ market in the form of (Seminar, manual, software etc) to be known as _____
4. Client and BBB Inc. agree to split the development and promotional costs of _____
5. Client and BBB Inc. agree to split the profits made from selling _____.
6. This letter of agreement may be revised from time to time by agreement in writing from both parties for updating any changes that may take place.

AAA

BBB Inc.

Name

Name

Consignment Letter Agreement

You can use this letter agreement to get your products on the shelves of different stores. The store owner doesn't will keep the products in the store and send you money when a sale is made.

If you know your numbers and your product has a great back end, you might even be able to offer the store owner 100% and more of the sales as a commission. You can be sure that they will be pushing your product if they are getting a good cut of the profits.

5/6/03

Dear _____,

I would like to thank you for the opportunity to offer my products to your customer's at your store.

I have a good feeling that while my products are available on consignment at your store, it will be beneficial for both of us.

This agreement made on 5/6/03 between BBB, herein referred to as "Seller", and AAA Inc herein after referred to as "Consigner" is in writing so that both us and anyone else in the future will understand that we both agree to the following:

Seller agrees

1. To display the item(s) list below in a prominent place in his/her establishment.
 - A. _____
 - B. _____
 - C. _____
 - D. _____
2. To make every attempt to sell the cosigned merchandise for the best possible price for the and accept no less than \$_____ as purchase price.
3. When a sale is made, he/she will forward a check for the amount of the full purchase price less ____% to Consigner within 10 days of the sale.
4. To maintain insurance for theft and damage, and that the consigned merchandise will be covered by the insurance while in his/her possession.

Consigner agrees:

1. Seller is entitled to keep ____% of the purchase price from the sale of a consignment item
2. To leave the merchandise with seller for a minimum of _____ (days, weeks, months, years)
3. If there's any unsold merchandise at the end of the consignment period and Consignee decides to remove the unsold merchandise, Consigner will pay to have the merchandise shipped back.

Consigner and Seller agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Consigner will then forward the necessary information and merchandise.

AAA

BBB

 Name

 Title

Date

 Name

 Title

Date

Authorization to Negotiate Letter

OK you got a deal coming up with a major player, but maybe you aren't that great at negotiating. However you do know someone who is a great negotiator and is willing to negotiate for you to get you the best deal possible.

This letter will authorize that person to negotiate for you and your company at the bargaining table with another company. It will also work if you aren't able to attend the negotiations and need to send someone else in your place.

May 6, 2003

Dear _____ ,

This letter authorizes name of your negotiator to negotiate, discuss and in any other way communicate with BBB company in areas related to _____

This letter further authorizes name of your negotiator to act on behalf of your company name to act in our behalf, enter into agreements, or contract with _____ BBB _____ in both financial and sales matters.

Therefore, by the existence of this instrument I hereby authorize _____ to accept or reject agreements, to enter into contracts binding upon Your company name.

Sincerely,

Name

Date _____

Permission To Use Copyrighted Materials Letter Agreement

So you've found some copyrighted material that would be perfect to add into some project you are working on. You are going to need to ask the

This is a sample letter requesting the right to use copyrighted material from a copyright holder. The text in red and sections underlined in red indicate terms that will be unique to the particular circumstance (e.g. names of companies).

You will also find a release to use when you have done an interview with someone. You can take all the interviews/consultations you do with people and make them into your own product. Either an Audio , Video or Written Product.

May 6, 2003

Dear _____

I am contacting you because I would like to (reprint or use) the (article, book, quote etc.) that you wrote so I need to get you permission to use it.

I am in the _____ business. I'm planning to use your material for _____ and I won't be using it any other way. As the copyright holder, I'm respectfully requesting your support to allow me right to use the (article, manual, quote, work, etc.) free of charge in the manner described above.

When you find this acceptable, please sign and return to me a copy of this letter. I thank you for your consideration and your time.

Sincerely,

Title: _____

I hereby grant permission to _____, according to the Terms and Conditions of this Letter

Copyright Owner

By: _____

Title: _____

Friday, May 16, 2003

Dear _____,

Thank you for allowing me to the consultation/interview with you and your business. I hope this relationship keeps growing in the future.

As we talked about before, I would like to be able to use the interview we did as part of my _____ . Thank you for agreeing to allow me to use the interview we did and your name in association with the interview.

I've put together this simple agreement so we have it all in writing I _____ Client's Name _____ located at _____ enter into this Agreement with _____ Consultant's Contact Information _____ ("Producer"). I have been informed & understand that the Producer is producing an audiotape and CD ROM program & that my name, likeness, image and voice will be used in the Production ("Product").

1. I grant the Producer and its designees the right to use my name, likeness, image, voice, appearance and performance as embodied in the Product, whether recorded on or transferred to videotape, audiotape, CD ROM, DVD, film, slides, photographs, audio tapes or other media, now known or later developed.

This grant includes without limitation the right to edit, mix or duplicate and to use or re-use the Product in whole or in part as the Producer may elect. The Producer or its designee shall have complete ownership of the Product in which I appear, including copyright interests, and I acknowledge that I have no interest or ownership in the Product or its copyright.

2. I also grant the Producer and its designees the right to broadcast, exhibit, market, sell and otherwise distribute the Product, either in whole or in parts, and either alone or with other products for commercial or non-commercial television or theater, closed-circuit exhibition, home video distribution or any other purpose that the Producer or its designees in their sole discretion may determine.

3. I confirm that I have the right to enter into this Agreement, that I am not restricted by any commitments to third parties, and that the Producer has no financial commitment or obligations to me as a result of this Agreement. I hereby give all clearances, copyright and otherwise, for the use of my name, likeness, image, voice, appearance and performance embodied in the Product. I expressly release and indemnify the Producer and its officers, employees, agents and designees from any and all claims known or unknown arising out of or in any way connected with the above-granted uses and representations. The rights granted the Producer herein are perpetual and worldwide.

4. In consideration of all of the above, I hereby acknowledge receipt of reasonable and fair consideration from the Producer. I have read the foregoing and understand its terms and stipulations and agree to all of them.

Sign _____

Print Name _____

Date _____

Demand for Payment Letters

There may come a time when someone will not be paying you according to your agreement, or that will breach the agreement you made together.

Hopefully it was a mistake on their part and it can be easily corrected. After all you should be doing business with people that you can trust. However, that may not always be the case or the relationship has turned for the worst. You are going to need to contact them and let them know that you must be paid because they are not following the agreement.

Here are two demand for payment letters that you can send out.

May 8, 2003

Dear _____,

This letter is in reference to the agreement dated _____, 20__ by and between AAA Inc.
and
BBB Inc.

Because you failed to _____, you're currently in breach of our agreement .
Demand is hereby made of you for full payment of \$ _____.

Sincerely,

Notice Of Default,

May 8, 2003

Dear _____,

Please be advised that I _____ am in possession of a promissory note made by you dated _____, for the principal amount of \$_____.

You are in default of the note because you've failed to pay the installment that was due on _____, 20__, for the amount of the amount of \$_____.

Therefore, demand is hereby made to you for to pay the full balance due on note in the amount of \$_____, which includes the interest accrued to date.

If the entire amount due isn't received on or before _____, 20__, I shall instruct my lawyer to start legal proceedings against you.

I anticipate your prompt attention to this matter.

Sincerely,

Standard Clauses

Both consultant and client agree:

To act in good faith and carry out their responsibilities to the best of their abilities and effort.

To use an arbitrator to settle disputes about interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ and will take place there also. **The prevailing party shall be entitled to arbitration fees and costs incurred in connection with the enforcement of the terms and condition.**

Notices concerning this agreement must be in writing, mailed to the addresses below and delivered personally or by certified mail with return receipt requested. Any such mailing will be considered delivered, if not actually received within three business days after mailing.

To: _____

To: _____

Any changes of address must be given in writing with in three business days before the change is effective. Licensor has access to Licensee's financial records as necessary and convenient to verify the accuracy of fee payments. If licensing fees have been underpaid, Licensee will immediately pay licensor the amount of the underpayment.

If there is a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.

Neither party can nor does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from _____. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.

No part of this agreement can be assigned, sub licensed, or otherwise transferred by Consultant while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.

There's no pending or threatened litigation(s) stopping them from carrying out their obligations in this agreement. Executing any portion of this agreement won't violate any government law, administrative rule, company regulation or decree or breach any other agreement the party is bound to. Both parties are financially responsible and able to meet its obligations pursuant to the terms of this Agreement.

This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.

This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Consultant and Client agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Name Date

Consultant

Name Date

After the first publicized advertisement or mailing any part of the marketing package, either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.

This Agreement may be terminated after twelve (12) months from the date of this agreement, by either party by giving sixty (60) days advance written notice to the other party. If this agreement is terminated Consultant will keep all the marketing materials created. If Client terminates this agreement Consultant may liquidate all remaining inventory produced within twelve (12) months following termination of this Agreement without payment of any royalty from the proceeds of such liquidation.

Consultant owns the copyrights and ownership to the advertising and marketing materials developed & has the rights to use the materials again.

They are not entering any kind of partnership.

Any pronoun used in the singular shall include the plural, and any pronoun of the masculine gender shall be read to include the feminine and the neuter genders, respectively, as the context may require.

"Net revenue" equals the gross revenues from the sale of Profit Center products and services, minus out-of-pocket marketing expenses, actual, 15% of sales for refund reserve, administrative expenses, product cost and order fulfillment costs for all products and services sold (to include production, packaging and shipping costs, and royalties and commissions payable),

"Marketing expenses" includes but isn't limited to consultant's out-of-pocket expenditures to promote Profit Center's products and services, sales commissions or salaries, publication costs, list rentals, graphic design, copy writing, production of informational materials, mailing, order processing costs, costs incurred in negotiating, producing and broadcasting television promotions.