



# Kelley Sales-Rep Agreement

**This contract gives \_\_\_\_\_ the authorization to sell and promote Kelley products.** Please review the requirements and guidelines as listed below. By signing this document you agree to all the terms established both herein and on the Kelley website under "Become A Rep".

1. All orders will be paid up-front via credit card or money order. Kelley does not extend terms or ship via C.O.D. We recommend that sales-reps obtain a credit card to use for purchases - this in essence gives you the flexibility to manage your purchases and time of payment.
2. Drop Shipment orders will be accepted by Sales-Reps for shipment to their customers direct. This will be done on a limited basis only as reps should attempt to maintain a viable inventory.
3. Sales-Reps should establish relations with Schools, Leagues, Teams, Complexes and Park & Recreation Departments in their area and register for bid list when possible.
4. Sales-Reps should consider attending shows and conventions within their area to promote their business and Kelley USA.
5. Sales-Reps must get approval from Kelley USA before any product can be discounted below Kelley retail price. Failure to do so can result in an immediate termination.
6. Use of Kelley logos must be approved by Kelley first. In addition, any self created ads, flyers etc... must be approved by Kelley first before use.
7. Kelley USA will handle all returns from customers with damaged products. Sales-Reps can not authorize returns under any circumstances or replace damaged products. However, all exchanges on new items will be handled directly by the Sales-Rep.
8. There will be no returns or exchanges from Sales-Reps unless an item is received as damaged. Damaged items must be reported to Kelley USA within 72 hours of receipt.
9. Sales-Reps shall NOT develop or utilize an existing web site for Kelley product sales/promotion unless authorized by Kelley. In addition, Kelley prohibits the sell of Kelley products to online retailers. Kelley also prohibits the sell of Kelley items on eBay or other auction sites. Kelley will develop a fully integrated e-commerce site for sales-reps to use in promotions/sales at a cost of \$500.
10. Sales-Reps are not guaranteed a territory. The earlier you participate the greater opportunity you will have to make contacts and build relations in your area.
11. Sales-Reps must purchase \$250 every 4 months to stay active. Inactive accounts require a new \$500 order.

**Please complete the form below (including signature) and mail** (Kelley Athletic – 1275 E Southlake Blvd, Suite 431, Southlake, TX 76092) **or fax** (817.251.9140) **it to Kelley Athletic.**

Name				Tax Id (if in Texas)	
Address				Apt./Unit	
City		State		ZIP Code	
Phone	( )	E-Mail			
Team Leader					

If you would like for Kelley to create your initial order please contact us before or immediately after sending this information.

**Please sign and date below:**

x \_\_\_\_\_ **Date:** \_\_\_\_\_