



UNIVERSITY of HOUSTON



Trade Sales Representation Agreement

1. This is an agreement between _____, (“Contractor”), and the University of Houston for and on behalf of its Arte Público Press (“UH-APP”), to sell and market books for Arte Público Press to retail and wholesale outlets in specified states.
2. The term of this agreement is from _____ to _____. It may be renewed for successive twelve (12) month terms at the option of UH-APP. Either party may terminate this agreement with sixty (60) days written notice to the other party.
3. Contractor is an independent contractor, not an employee of UH-APP. Contractor will handle marketing and sales of books for UH-APP in the _____. It is agreed that the _____ is the following states:

4. Contractor will be UH-APP’s representative for marketing and sales of books in the territory set out in Paragraph 3.
 - a. For books published by UH-APP, contractor will be UH-APP’s Exclusive representative.
 - b. For books sold by UH-APP, but published by another publisher, UH-APP may have other representatives, and Contractor agrees that he/she may not be the exclusive representative.
5. Contractor will receive the following commissions:
 - a. 10 % of net retail sales. Net retail sales is defined as follows:

 - b. 5% of net wholesale sales. Net wholesale sales is defined as follows:

 - c. No commission will be paid on textbook sales, sales to libraries, or sales to any other non-retail outlets.
 - d. No commission will be paid on the following accounts:

The above accounts will remain house accounts, serviced directly by UH-APP.
6. UH-APP will pay the above commissions on or before the 20th of the month following the end of each quarter. First quarter includes September, October, November; second quarter includes December, January, February; third quarter includes March, April, May; fourth quarter includes June, July, August All returns will be deducted from commissions.
7. On request from Contractor, UH-APP will provide available sales materials.
8. Contractor certifies that it is not delinquent in any State of Texas franchise taxes, or is not subject to such taxes. Consultant agrees that any false statement with respect to franchise tax status shall be a material breach hereof, and UH-APP shall be entitled to terminate this agreement upon written notice thereof to Contractor.
9. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds

under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. By executing this Agreement, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive payment from the state and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. (Family Code, Section 231.006).

- 10. This document constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements.
- 11. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- 12. This agreement is not assignable without the express written agreement of both parties.
- 13. The person signing below certifies that he/she has authority to bind Contractor, and is the proper signatory for this agreement.
- 14. This agreement will be construed under the laws of the State of Texas (exclusive of the conflict of law provisions thereof), and venue for any proceeding hereunder will be in Houston, Harris County, Texas.
- 15. The provisions of this agreement are severable.

SIGNED on the dates indicated:

**UNIVERSITY OF HOUSTON
for and on behalf of ARTE PÚBLICO PRESS**

CONTRACTOR

Signature Date
Nicolás Kanellos
Director, Arte Público Press

Signature Date
Name: _____
Title: _____

Business: _____

Address: _____

Note: Modification of this Form requires approval of OGC