

**Midwest Merchandising Services**  
2004 NW South Outer Road  
Blue Springs, MO 64015  
Phone (888) 349-4085 Local (816) 228-0681  
Fax (888) 349-4086 Local (816) 220-2565



### **Independent Contractors Agreement**

This agreement is made as of \_\_\_\_\_, by and between Midwest Merchandising Services, DBA in the state of Missouri (herein after referred to as MMS) and \_\_\_\_\_, an individual, residing at \_\_\_\_\_ (herein after referred to as Merchandiser)

MMS is a merchandising service company providing product and presentation services to clients within retail stores. You will provide services to MMS as Merchandiser/Independent MMS Contractor.

- The terms of this contract are renewable on an annual basis. MMS will assign various projects on a monthly basis.
- Each merchandiser agrees to be responsible to perform assignments accepted by Merchandiser from MMS, within a prescribed time period. MMS will pay all merchandisers on a per hour basis for services rendered to MMS. Each independent contractor's out of pocket expenses (e.g. mileage) will be their responsibility.
- Merchandisers will maintain their office at their own expense, and will be responsible for any expenses deemed necessary for running a business. Merchandisers will set their own work schedule, and will be responsible for the payment of all taxes on compensation. Merchandisers will comply with state and federal taxes as well as any other relevant regulations. MMS does not provide retirement or other benefits.
- A merchandiser is not an employee of MMS. MMS is interested only in the merchandising project performed under this agreement. Merchandisers will be solely responsible for their acts and for the acts of their agents, employees, servants and subcontractors. Merchandisers will furnish, at their own expense, all material, equipment and other items necessary to carry out this agreement.
- Merchandisers will maintain, at their own expense, all relevant insurance to fully protect them from any and all claims for injury or death arising from the performance of this agreement.
- Merchandiser agrees to perform services in a professional manor.

- Merchandiser agrees that MMS, its officers, and agents and employees shall not be liable, or in any way responsible for damage, loss or expenses resulting from the merchandiser or its employees, agents or representatives incurred as a result of claims or demands hereafter made concerning the subject of this agreement, except for the breach of this contract. Accordingly, merchandisers waive the right to make claim or file suit against MMS or its clients and relieve all MMS clients from all liability and responsibility arising from such damage, loss, cost or expense.
- Merchandiser assumes the risk of all damages, loss, costs, expense and agrees to indemnify and hold harmless MMS, its officers, agents and employees from and against any and all liability, damage loss, cost and expense which may accrue to or be sustained by MMS, its officers, agents or employees on account of any claim, suit or action made or brought against MMS, its officers, agents, employees or clients for the death of or injury to MMS or destruction of property involving the merchandiser, its employees, agents or representatives, sustained in connection with performance of merchandiser duties hereunder, arising from any cause whatsoever except negligence and willful misconduct of MMS or its employees.
- This agreement may be terminated by either MMS or the merchandiser at anytime by written notice to the other.
- If any provision of the agreement is determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.
- The waiver or breach by MMS or merchandisers of any provision of this agreement by the other party will not operate or be construed as a waiver or breach of any other provision by such other party.

**I have read and fully understand everything stated in this contract.**

**Midwest Merchandising Services DBA**

**By: \_\_\_\_\_  
Teresa Bradford, President**

**Merchandiser**

**Signed \_\_\_\_\_**

**SS# \_\_\_\_\_**

**\* Please sign and fax document to 888-349-4086.**

**Please keep the signed original for your records**

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**New Hire Biopage**

ALL INFORMATION REQUESTED IS FOR INTERNAL USE ONLY AND WILL NOT BE DISCLOSED TO ANY OUTSIDE PARTIES.

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Pager: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

E- Mail: \_\_\_\_\_

Closest Metro Area: \_\_\_\_\_

Areas You Can Cover: \_\_\_\_\_

Referral 1: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Referral 2: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Please Return This Document Within 10 Business Days.**

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## Dress Code Policy

### Dress Requirements for Women

Career dress, skirts at an appropriate business length.  
Dress pants with blouse or sweater.  
Appropriate foundation, and undergarments.  
Socks/Hosiery at all times.  
Good grooming, hair, make up fingernails.  
No open toed shoes.  
In short, *business casual* is acceptable.

### Dress Requirements for Men

Dress Pants, Dockers, etc.  
Proper shoes and socks.  
Beards and mustaches must be trimmed.  
In short, business casual is acceptable.  
Tennis Shoes if Clean

### Unacceptable Business Dress

Stirrup pants, leggings and jeans.  
Shorts, sundresses, denim.  
Sleeveless or strapless dresses blouses or tops.  
Knee socks anklets or bare legs.  
Revealing, bare, brief, clinging clothing.  
Extreme styles and or colors, accessories, clothing or hair.  
Head set radio, tape, or cd players.  
Open Toe Shoes (Safety Hazard)

### Unacceptable Business Dress

Jeans or shorts.  
Loud colors and patterns.  
Denim  
Cowboy boots.  
Headwear, including hats visors.  
Extreme styles and or colors, accessories.  
Headset radio, tape, or cd players.

Please use your best judgment for proper attire

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### **Policies and Procedures**

**Midwest Merchandising Services is a 1099 independent organization.**

1. We do not pay mileage, commission, or expenses unless pre-approved. If expenses are to be paid, proper forms must be filled out, and approved prior to the above listed items being reimbursed.
2. We do not withdraw taxes, you will be responsible for all federal and state income tax records.
3. We do not provide or pay vacation time benefits, IRA or 401k.
4. We do not provide or pay any workers compensation sick pay or major liabilities.
5. We do not provide or pay any car allowances or maintenance of any kind.
6. You must have a valid driver's license and auto insurance, kept current at your expense.
7. You must follow dress code.
8. You may secure work from other partners.
9. When you terminate your tenure please advise with a 30 day notice.
10. Your territory is yours; changes to it are not made unless and until both the rep and MMS are in agreement on the decision at hand. Many variables could come to play; all will be dealt with fairly and with the best interest of all parties in mind.
11. MMS can terminate your tenure upon non-completion of work.
12. The industry is intangible, therefore no guarantee of work assignments are ever made.

**I have read and fully understand the above Policies and Procedures.**

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Print your name

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Sign your name

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Date

Midwest Merchandising Services  
January 15, 2002

\* Please sign and fax this document to 888-349-4086.

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### **New Hire Pay Letter**

Make sure you put your name on all correspondence with Midwest Merchandising Services. We have received time sheets and call reports without names on them. If we cannot tell who did the work, we cannot pay you for working.

The following must be filled in on all call reports.

- Your name
- Store name and number
- Date of service
- How long the service call took
- Comment Section
- Please sign in and out at the store
- If there is missing information on the call report we cannot send them to the vendor. Thus we will not get paid for the service call. If the company doesn't get paid you can not be paid.
- Department manager or a sales associate must sign the call report. If there is not a signature, the vendor will not pay for the service call.
- Please send call reports the same day as service call. We have report to the vendor on a daily basis.

We need to have your name and address on all time sheets.

Thank you.

Midwest Merchandising Services.