Business/Brand Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

High On Merch

512 E Krall St, Boise, ID 83712

streeter@highonmerch.com

HIGHONMERCH.COM

**INDEPENDENT CONTRACTOR AND LICENSE AGREEMENT**

This Agreement entered into as of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_, between Streeter Johnson Creative LLC, DBA High On Merch (High On Merch) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Client).

**Independent Contractor.** Subject to the terms and conditions of this Agreement, the Client hereby engages High On Merch as an independent contractor to perform the services set forth herein, High On Merch hereby accepts such engagement.

**License Agreement.** Subject to the terms and conditions of this Agreement, Client grants High On Merch a non-exclusive, non-transferable, non-sublicensable, revocable license to list and sell items incorporating the Client’s logo(s), Trademarks and other branding on the High On Merch online store, highonmerch.com.

**Duties, Term, and Compensation.** High On Merch’s duties, term of engagement, compensation and provisions for payment thereof are fully set forth below, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by High On Merch and agreed to by the Client, and which collectively are hereby incorporated by reference.

High On Merch agrees to provide for the sale of Client’s branded and un-branded products via an online store operated by High On Merch. The online store is hosted on a WooCommerce Wordpress page at the web address highonmerch.com. High On Merch reserves the right to change its hosted online store.

Items will only be listed on High On Merch’s online store after receiving Client approval. All orders will be fulfilled by High On Merch and or its production partners. The Client reserves the right to request removal or modification of listed items from the website at any time. This contract is valid from today’s date through the end of this calendar year and will renew automatically at the beginning of each calendar year thereafter until notice of dissolution is given.

For each item sold, The Client will receive from High On Merch 25% of the purchase price. This excludes shipping and sales tax paid by the customer. If a product is sold at a discount, the client will receive 25% of the sale price after the discount. The Client will be paid quarterly (January-March, April-June, July-September, October-December). If the contract is terminated, listed products will be removed from the website within 48 hours and the remaining balance will be paid to the Client within two weeks of termination. These payments are not applicable to any wholesale items purchased from The Client by High On Merch.

All customer service inquiries for items listed or purchased on the High On Merch online store, including order fulfillment, requests for exchanges, and returns will be the responsibility of High On Merch and will be subject to its policies. If an item is returned or exchanged, it will then become property of High On Merch and The Client will be allowed to retain the original 25% payment from the sale.

Collection and payment of applicable sales tax from sales pursuant to this Agreement are the responsibility of High On Merch.

The Client represents and warrants that The Client owns and/or controls the rights granted to High On Merch in this Agreement and The Client has the right to grant such rights and to enter into this Agreement. To the best of The Client’s knowledge, the licensed Intellectual Property does not infringe upon or violate any copyright, patent, trademark, or other proprietary right of a third party or any applicable law, regulation, or non-proprietary right of a third party and The Client has no knowledge of any claim which, if sustained, would be contrary to The Client’s warranties, representations, and obligations contained in this agreement. The Client will defend, indemnify and hold High On Merch harmless for any claims of infringement.

**Termination.** Either party may terminate this Agreement at any time by giving the other party ten (10) working days’ written notice. All monies owed to the Client as a result of work performed prior to such termination shall be paid to the Client within five (5) days of such termination.

**Independent Contractor.** This Agreement shall not render High On Merch an employee, partner, agent of, or joint venturer with the Client for any purpose. High On Merch is and will remain an independent contractor in its relationship to the Client.

**Choice of Law.** The laws of the state of Idaho shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

**Waiver**. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

**Attorney Fees.** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief to which that party may be entitled.

**Severability.** Should any part or provision of this contract be adjudicated inoperative or invalid the remaining provisions of the contract will remain in effect and operate as if the invalid or inoperative provision had never existed.

**Entire Understanding.** This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that electronic signatures shall be as effective as if originals.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

High On Merch Client

By:\_\_Streeter Johnson\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_Owner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_