

Letter of Agreement
Between
Locations, Etc. Inc., 16 Things Kids Can Do, Inc. & _____

The purpose of this letter is to set forth our agreement with respect to the terms and conditions upon which you agree to act as a Human Resources Coordinator and/or a direct seller of advertisements for Locations, Etc. Inc. and "16 Things Kids Can Do, Inc.:

1. Effective as of the date of execution of this Agreement, you, _____, of _____, are engaged by the undersigned as (1) a non-exclusive direct seller of Advertising, Marketing, Branding and Sponsorship Programs for Locations, Etc. Inc. and 16 Things Kids Can Do, Inc.; and (2) a Human Resources Coordinator for said companies.
2. In such capacity, you will pursue such leads as you may obtain or that we may supply to you for the sale to such Agencies, Companies, Individuals who are interested in purchasing advertisements and/or sponsorships in said company's publications and/or programs. All sales of such advertisements and sponsorships shall be mutually agreed upon by you and the undersigned. Additionally, you will recruit, interview, train and manage up to 20 Independent Contractors engaged in the business of said companies.
3. You will use your best efforts to obtain advertisements/sponsorships/independent contractors for the undersigned and shall at all times maintain the good will between the undersigned and its customers/ICs.
4. You will determine the methods of carrying out your obligations hereunder and the number of hours that you will work. At all times you will maintain standards of performance and behavior established by the undersigned and will conduct your activities in accordance with standards and directions of the undersigned. You may employ such individuals as you may desire on such terms and conditions that you may establish, and you alone will be solely responsible for the payment of salaries and/or other compensation to your employees and for the payment of federal, state and local tax obligations with respect to such payments.
5. In consideration for the services to be rendered by you in accordance with Paragraph 1, section (I), you will receive a commission on every cash dollar collected in accordance with IC Compensation Schedule "A". Compensation for section (II) is at a rate equal to 5% of the Compensation paid by said company to each of the ICs said HR successfully manages. Commissions will be dispersed on the first and third Monday of the month provided that the payment received by Locations, Etc. Inc. and/or 16 Things Kids Can Do, Inc. has had at least 10 business days to be successfully processed. In no case shall commissions be due or payable on monies that have not be collected or have returned to said purchaser or sponsor for any reason whatsoever.
6. It is agreed that you will not be treated as an employee of the undersigned for federal and state tax purposes. Rather, you will be an independent contractor and will be solely responsible for payment of all federal, state and local tax obligations with respect to all amounts paid to you by the undersigned.
7. Said Locations, Etc. Inc. and/or 16 Things Kids Can Do, Inc. business models, publications, websites, directory, newsletters, contents, formats, designs, scripts and practices are the sole intellectual property of Lyle Benjamin, and as such, you understand that you are prohibited from creating, associating, partnering or benefiting from a competing publication (other than advertising yourself or your services) without the written consent of Lyle Benjamin. Upon your termination from said relationship this non-competition clause shall remain in effect for a period of not less than six months.

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8. By your signature below you hereby release, hold harmless and forever discharge Locations, Etc. Inc., and 16 Things Kids Can Do, Inc., its employees, agents, affiliates, associates, clients and landlords from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by me or any property belonging to me while associated with said organizations.

9. This agreement will continue until terminated by either of us at will with 30 days notice in writing. All commissions due, but not yet paid, shall remain in effect.

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the then obtaining rules of the American Arbitration Association in the State of New York and a judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

If the foregoing accurately contains the terms and conditions of our Agreement, kindly execute the enclosed copy of this letter Agreement where indicated and return it to the undersigned.

Very truly yours,



Lyle Gregg Benjamin
President
Locations, Etc. Inc.
16 Things Kids Can Do, Inc.

Accepted and agreed to by:

Signature

Date

Print Name

State I.D. or Driver's License Number

Address

Cell Phone

Home Phone

City St Zip

Email Address

Attach a copy of your ID
Card or Driver's License:

Locations, Etc. Inc.'s Community Newsletter Compensation Schedule:

Notes:

\$2,000 Net Monthly take home is the equivalent of \$36,000+ Salary
 \$3,500 Net Monthly take home is the equivalent of \$56,000+ Salary
 \$5,000 Net Monthly take home is the equivalent of \$80,000+ Salary
 Health & Dental Coverage Plans available after 6 Months

Individual Independent Contractor (IC) Compensation Examples:

See Paragraph (I) Section (I)

Monthly Base	Minimum Ad Sales	Add'l Comp Over Base	Estimated Ad Sales	Bonus Commission	Monthly Take-Home
\$ -	1	20%	88	\$ 6,336.00	\$ 6,336.00
\$ 800.00	10	10%	88	\$ 2,808.00	\$ 3,608.00
\$ 1,400.00	18	12%	88	\$ 3,024.00	\$ 4,424.00
\$ 2,000.00	24	14%	88	\$ 3,225.60	\$ 5,225.60

* Ad sales can range from 1 to 110 monthly.

* Based on 2C 3.5" x 2" Advertisements @ \$360 each

Human Resource Coordinator (HRC) Compensation Examples:

See Paragraph (I) Section (II)

Monthly Base	Minimum IC Sign-Ups*	Add'l Comp Over Base	Estimated Ad Sales per IC	Bonus Commission	Monthly Take Home
\$ -	18**	8%	88	\$ 9,123.84	\$ 9,123.84
\$ 800.00	6	2%	88	\$ 760.32	\$ 1,560.32
\$ 1,400.00	12	3%	88	\$ 2,280.96	\$ 3,680.96
\$ 2,000.00	18	4%	88	\$ 4,561.92	\$ 6,561.92

* Each IC sign-up must have 1 CN adv. sale per 30 day period

** Managed sign-ups can range from 1 to 30 IC's monthly

Additional Direct Compensation:

Monthly Base	16 Things Sponsorship	Web Site Sale
\$ -	3%	\$ 125.00
\$ 800.00	2%	\$ 75.00
\$ 1,400.00	2%	\$ 75.00
\$ 2,000.00	2%	\$ 75.00

Contact Information:

Lyle Benjamin

Director

828 398-4883

TheNo1Planner@aol.com

www.LocationsEtc.com