

Please email completed and signed paperwork to the following email address: [info@a1novaenergyinc.com](mailto:info@a1novaenergyinc.com)

## A1 NOVA ENERGY, INC. INDEPENDENT CONTRACTOR APPLICATION AND AGREEMENT

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

Company Website: \_\_\_\_\_

Company Email Address: \_\_\_\_\_

Year Established: \_\_\_\_\_; Owner's Name: \_\_\_\_\_

Contractor #, License # & Type (if applicable): \_\_\_\_\_

Ca Seller's Permit # for CA dealers seeking tax-exempt sales only (if applicable): \_\_\_\_\_

First Name: \_\_\_\_\_; Last Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_; Mobile Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Shipping Address (if different): \_\_\_\_\_

Working Territory (Counties),(if applicable): \_\_\_\_\_

**A1 Nova Energy, Inc.**, a provider of clean energy solutions, based in Sacramento, CA, works directly with utility companies throughout the U.S. to provide greener, more cost-effective solutions.

**TERMS OF INDEPENDENT CONTRACTOR AGREEMENT**

1. **Contract Agreement:** I understand that this agreement is not binding until receipt and acceptance by A1 Nova Energy, Inc. I have read it carefully, and agree to abide by all provisions of the Terms and Conditions that are with in this agreement.
2. **Adherence to A1 Nova Energy, Inc. Policies, Procedures & Regulations:** I agree to adhere to by A1 Nova Energy, Inc.'s policies, procedures, and regulations which are a binding part of this Agreement.
3. **Independent Contractor Definition and Status:** I am an independent contractor responsible for determining my own business activities and time spent and I am not an agent, employee, or legal representative of the Company. I will not represent in any manner that I am an agent, employee, or legal representative of the company. I am responsible for the payment of all federal and state self-employment taxes and other tax required under federal and state regulatory or taxing agency. I understand that an active contractor is generally, considered a contractor selling an average of 10 or more systems per month.
4. **Non-assignability and exclusivity:** This Agreement is not re-assignable without written consent from A1 Nova Energy, Inc. Upon its acceptance by a A1 Nova Energy, Inc. officer, I am hereby appointed on a non-exclusive basis for the sales of installations of energy-efficient solutions offered by A1 Nova Energy, Inc.
5. **Marketing & Marketing Support:** I understand that I may use content from the A1 Nova Energy, Inc. website for and only for, marketing and sales of A1 Nova Energy, Inc. solutions in my business. A1 Nova Energy, Inc. is very committed to supporting and protecting its active Contractors.
6. **Independent Contractor Protection & Geographic Considerations:** A1 Nova Energy, Inc. intends to provide its customer with no incentive to purchase from the internet over a purchase from an active contractor. As such, I understand that A1 Nova Energy, Inc. reserves the right for other reps to sell in my general sales area. A1 Nova Energy Inc. also reserves the right to sell in my general sales area any solutions to customers who order over the internet.
7. **Commissions & Their Payment:** A1 Nova Energy, Inc. agrees to pay the Independent Contractor selling its solutions according to the attached Commission Payment & Schedule, which shall also be signed by both parties in this Agreement. A1 Nova Energy, Inc. shall pay make commission payments in accordance with the Independent Contractor's preference between check or PayPal.
8. **Governance:** The laws of the state of California govern this Agreement. The parties agree that any claim, dispute, or other deference shall be exclusively resolved by a mutually-acceptable arbiter, whose decision will be binding. Additionally the arbitration shall be pursuant to the commercial arbitration rules of the American Arbitration Association with arbitration to occur at a location determined by A1 Nova Energy, Inc. within accordance to these rules.
9. **Agreement Totality:** This Agreement, including A1 Nova Energy, Inc. policies, procedures, regulations, and Contractor's price list incorporated herein by reference, constitute the entire agreement between the parties herein, and no other additional promises, guarantees, representations or agreements of any kind shall be valid unless in writing.

**In accordance with this Agreement, it is executed by the parties below, on the dates below by:**

_____	_____
<i>Independent Contractor Signature</i>	<b>Date</b>
_____	_____
<b>Independent Contractor Printed Name</b>	<b>Date</b>
_____	_____
<i>A1 Nova Energy, Inc. Officer Signature</i>	<b>Date</b>
_____	_____
<b>A1 Nova Energy, Inc. Officer Printed Name &amp; Title</b>	<b>Date</b>

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