



Utility Committee Meeting

AGENDA

March 1, 2016

- I. **CALL TO ORDER**

- II. **MATTERS BEFORE COMMITTEE**
 1. [Approval - Sales Agent Agreement](#)

- III. **ADJOURN**



Utility Committee Meeting

AGENDA

March 1, 2016

Item:

Approval - Sales Agent Agreement

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Sales Agreement Info](#)



To: Utility Committee, City Council

From: Brian Thompson

Department: Finance

Date: 11/18/15

Description: Approval is being sought for the acceptance of the City of Monroe Sales Agent Agreement. This Agreement will be used to engage contract Sales Agents to market and sell our telecommunication services.

Budget Account/Project Name: N/A

Funding Source: N/A

Budget Allocation: N/A

Budget Available: N/A

Requested Expense: N/A **Company of Purchase:** N/A

Recommendation:

Staff recommends that the Committee and Council APPROVE the Sales Agent Agreement so that the City may utilize sales agents to market and sell our services.

Background:

The Sales Agent Agreement is an industry standard contract that allows the Telecommunications Department to engage sales agents to further market our services.

Attachment(s):

Sales Agent Agreement



City of Monroe
SALES AGREEMENT

THIS SALES AGREEMENT (“Agreement”), dated _____ day of _____, 201____
 by and between The City of Monroe and _____ (“Agent”).

RECITALS:

A. Monroe is engaged in the business of providing and facilitating voice over Internet Protocol, telecommunication products, hosted voice services, PRI, internet access, optical transport, and CATV (“Business of Monroe”), and as such, Monroe shall endeavor to provide organizations and entities doing business in and around the country with top quality products and associated services.

B. Monroe desires to engage the agent to provide sales services to existing and potential suppliers and customers on behalf of Monroe.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Engagement/Nature of Relationship.** Monroe desires to engage the agent to provide sales services to existing and potential suppliers and customers on behalf of Monroe. Agent enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Agent agrees that he or she is not entitled to the rights or

benefits afforded to Monroe's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Agent is solely responsible to provide, at his or her own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself or herself, and his or her employees and subcontractors. Neither Federal, nor state, nor local income tax, nor any other payroll tax of any kind, shall be withheld or paid by Monroe on behalf of the Agent or his employees, if any.

2. **Term.** The term of this Agreement shall begin on the effective date above and continue for three (3) years thereafter ("Term"). This Agreement shall automatically renew from year to year after expiration of the initial term unless it is terminated as follows: (1) at the end of the initial Term; (2) at the end of any renewal period by written notice from either party to the other at least thirty (30) days prior to the end of any term; or (3) in accordance with Paragraph 10 of this Agreement.
3. **Services Provided.** Agent agrees to provide quality sales service to existing and potential suppliers and customers of Monroe on behalf of Monroe. Agent will determine the method, details, and means of performing the above-described services. For additional agent requirements see *Addendum A – Agent Levels and Agent Status*. Agent may perform the services under this Agreement at any suitable time and location he or she chooses. Agent represents and warrants that he or she has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner.
4. **Authorized Activities.** This Agreement and the resulting designation of Agent as an authorized sales representative shall only authorize Agent to present programs and customer agreements to suppliers and prospective and current customers of Monroe on behalf of Monroe. This Agreement shall not authorize Agent to represent themselves as officers or employees of Monroe. Nothing herein shall be construed to create any relationship between Monroe and Agent other than that specified herein, and, as a result, this Agreement shall not constitute a profit sharing arrangement, a partnership, a joint venture, a principal/agency relationship, an employment relationship or any other form of relationship which expressly or impliedly indicates that Monroe maintains any responsibility for the Agent's past, present, or future debts, liabilities, obligations, acts or omissions.

In addition, Agent will not use the Monroe name or make direct or indirect references to its association with Monroe in order to enter into agreements or contracts with third parties, which are not specifically contemplated within the terms of this Agreement. Agent will not make any factual or legal misrepresentations regarding Monroe, Monroe programs, or Monroe customers. Notwithstanding the provisions contained within this Paragraph, Monroe shall permit and encourages Agent to use the Monroe name or to make direct or indirect references to its association with Monroe as it relates to the sales efforts of Agent as contemplated herein. Agent will not represent that he/she is an authorized agent of network provider/carrier or its affiliates unless he/she is duly authorized as such in writing.

5. **Reports.** Monroe will provide Agent with commission reports on a monthly basis. With each commission payment, Monroe will provide Agent a statement summarizing the computation of the commission. Unless the Agent objects to the commission

computation within seven business days after receiving it, the parties agree that Agent will be deemed to automatically accept as correct such commission computation. Agent Payout rates are detailed in *Addendum B – Payout Schedules*.

6. **Standards of Conduct.** In performing its duties and responsibilities under this Agreement, Agent agrees to observe the highest standards of integrity and fair dealing with members of the public. Agent will neither act nor omit to act in a manner which would tend to discredit, dishonor, reflect adversely upon or in any manner injure the reputation or business of Monroe, its affiliates or its suppliers.
7. **Benefits and Taxes.** Agent acknowledges that as an agent it shall not receive any fringe benefits that may be available to the employees of Monroe. In accordance with the terms of this Agreement and the understanding of the parties herein, Agent shall not be treated as an employee with respect to services performed hereunder for Federal or state tax purposes. Agent understands that he or she is responsible to pay his or her income tax in accordance with Federal, state, and local law. Agent further understands that he or she may be liable for Social Security (“FICA”) tax, to be paid in accordance with all applicable laws. Monroe shall provide Agent an IRS Form 1099 that describes all compensation paid to Agent. Agent agrees and consents to Monroe providing necessary personal information to allow Monroe accountants to prepare the IRS form 1099 and other appropriate tax documentation to give to the Agent.
8. **Liability Insurance.** From the date of execution of this Agreement up and until the completion of all obligations of Agent contained within this Agreement, Agent shall carry public liability insurance naming the City as an additional insured in a minimum amount of One Million Dollars (\$1,000,000.00) in respect to the aggregate claims arising out of a single occurrence and One Million Dollars (\$1,000,000.00) in property damage concerning and related to the activities and responsibilities of Agent outlined herein. A copy of the policy or a certificate of insurance shall be delivered to the City within 14 days of the execution of this Agreement and Agent shall supply the City with a renewal policy or certificate prior to the expiration of each renewal or succeeding policy or certificate as requested by the City. Such insurance policy shall provide that the insurer shall not cancel such policy unless such insurer shall deliver to the City notice of such cancellation no later than thirty (30) days prior to the date of such cancellation.
9. **Indemnity.** The Agent agrees to indemnify and hold harmless Monroe, its employees, officers, agents, elected officials, attorneys, assigns, representatives and insurers, if any, from all liability, claims, actions, causes of action, suits, demands, whether in law or in equity, for damages of every kind, character or description, expenses, or any costs whatsoever, including but not limited to attorneys’ fees and expenses of litigation, arising from the Agent’s performance of its services on behalf of Monroe pursuant to this Agreement.
10. **Fees and Reimbursements.** Agent acknowledges that, as an agent, it will only be entitled to agent fees on earned commissions while Agent is engaged pursuant to this Agreement. If this Agreement is terminated without cause, Agent will receive commissions on accounts that remain eligible. If this Agreement is terminated with cause, no fees or commissions are due the Agent as of termination date. Such compensation policies are explained in greater detail on Addendum “B” which is attached hereto and incorporated herein by reference.

Agent will be paid on a monthly basis for fees earned in the previous month. Also, if fees earned are less than \$75 for the period, then funds will be held by Monroe until such time when fees due exceed \$75, but not longer than 2 calendar quarters.

11. **Termination.** This Agreement may be terminated at anytime by any party, giving the other party a thirty (30) day written notice of such termination. Upon such termination Agent shall immediately cease to represent himself as an agent of Monroe and shall not be entitled to present the services of Monroe to prospective customers. Monroe may terminate this Agreement immediately, upon written notification to Agent, if Agent violates any terms of the agreement. Monroe may also terminate this Agreement immediately upon written notice to the Agent upon the Agent's (i) willful dishonesty toward Monroe, (ii) criminal conduct, or (iii) engaging in unprofessional behavior as determined by Monroe, in its sole discretion.

12. **Restrictive Covenants.**

(a) Non-Disclosure. Agent (referred to as a "Restricted Party") will maintain the confidentiality of any Confidential Information (as defined below) and Trade Secrets (as defined below) and not use or disclose in any manner any Confidential Information or Trade Secrets developed by Monroe or delivered to Monroe by third parties. Agent agrees that all right, title and interest in any improvements or developments to the Confidential Information or Trade Secrets, whether made by Monroe, the Restricted Party, or jointly made by Monroe and the Restricted Party, arising out of any disclosure of the Confidential Information or Trade Secrets by Monroe to the Restricted Party is and shall remain solely the property of Monroe. This provision shall continue to bind the Restricted Party while such Restricted Party continues to be an independent contractor of Monroe and (i) with respect to all Trade Secrets, at all times hereafter so long as such Trade Secrets constitute trade secrets under applicable law, and (ii) with respect to all Confidential Information, at all times hereafter so long as such Confidential Information constitute confidential information under applicable law.

For the purposes of this Section 11(a), "Confidential Information" means data and information relating to the Business of Monroe regardless of whether the data or information constitutes a Trade Secret that is disclosed to the Agent or of which the Agent became aware of as a consequence of the Agent's relationship with the Company having value to the Company and is not generally known to competitors of the Company and which includes Trade Secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information. Confidential Information does not include data or information: (A) which has been voluntarily disclosed to the public by Monroe, except where such public disclosure has been made by the Agent without authorization from Monroe; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain through lawful means. "Trade Secrets" means Monroe's trade secrets (as defined in O.C.G.A. § 10-1-761) and includes information in whatever form, including electronic media, relating to Monroe or the Business of Monroe which derives economic value, actual or potential, from not being generally known to other persons and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality, including, but not limited to, know-how; information about existing, new or envisioned Monroe products, processes and their development and

performance; any scientific, engineering, or technical information; computer software and firmware; business and financial information; unpublished lists of names; and information relating to manufacturing, purchasing, inventories, data processing, personnel, marketing, sales, product and part prices and pricing policies, costs and quotations; technical or nontechnical data; compilations; programs; devices; methods; techniques; drawings; reports; lists of actual or potential customers or suppliers, Monroe production part approval process, and designs and marketing plans.

(b) Injunctive Relief with Respect to Covenants. Agent (referred to as “Restricted Party”) acknowledges and agrees that the covenants and obligations of the Restricted Party with respect to, non-solicitation, Trade Secrets, and confidentiality of Monroe property relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause Monroe irreparable injury for which adequate remedies are not available at law. Therefore, the Restricted Party agrees that Monroe shall be entitled to, in addition to any other rights, remedies or damages available to Monroe at law an injunction, restraining order or such other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain the Restricted Party from committing any violation of the covenants and obligations contained in this Section 11 and the Restricted Party shall cover all Monroe costs (including reasonable Monroe attorneys’ fees) in connection with enforcing Monroe’s rights pursuant to this Section 11.

For purposes of this Agreement, the following terms are defined as follows:

“Person” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

“Entity” shall mean general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

13. **Customers.** Agent specifically acknowledges that customers and potential customers with whom contracts are being negotiated or to whom products are being sold for Monroe proprietary services or products are contracted directly with Monroe. Monroe may terminate its agreements or contracts with customers without any obligations to the Agent. Monroe may continue to provide services to customers after termination of this Agreement.
14. **Product Costs.** Monroe shall give to Agent ten (10) working days written or electronic communication notice on any adjustments that Monroe may make to its products, the costs of such products, rates and features of said products. Monroe shall give Agent ten (10) working days notice on any adjustments to any forms and material to be used by Monroe and Agent in marketing those products and services.

- 15. **Notices:** All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of or personally to the other party, or (ii) when sent by email to the email address shown below on the date of such confirmed email transmission provided a copy is also sent pursuant to overnight delivery with a nationally recognized commercial overnight delivery service as pursuant to (iii) of this Section or (iii) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address or change of facsimile number:

If to Monroe:

Telecommunications Dept.
 City of Monroe
 215 N Broad St
 Monroe Ga 30655
 Email: sales@Monroe.com

If to the Agent:

 Email:

- 16. **Entire Agreement of the Parties.** This Agreement supersedes any and all Agreements, either oral or written, between the parties with respect to the rendering of services by Agent for Monroe and contains all of the representations, covenants, and Agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other Agreement, statement, or promise not contained in this Agreement will be valid or binding.
- 17. **Amendment.** Any modification or amendment of this Agreement or its exhibits and attachments will be effective only if it is in writing and signed by both parties.
- 18. **Assignment.** Neither this Agreement, nor any rights, duties nor obligations under this Agreement may be assigned by Agent or Monroe without the prior written consent of the other party. Such permission and consent shall not be unreasonably withheld by either party.
- 19. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

20. **Attorneys' Fees.** If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
21. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.
22. **No Third Party Rights.** This Agreement is not for the benefit of any third party and shall not be deemed to grant any right or remedy to any third party, whether or not referred to in this Agreement.
23. **Construction and Interpretation.** Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party that itself, or through its agent, prepared the same, and it is expressly agreed and acknowledged that both parties participated in the creation of this Agreement.
24. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No failure on the part of any party hereto to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
25. **Additional Services provided by Agent.** At the request of the City of Monroe the designated Premium Agent shall provide the additional services as outlined in Addendum "D" as part of the "Value Add" the Agent brings to the relationship at no additional cost to the City of Monroe.
26. **Agreement Phase in.** For any Agent that currently sells services on behalf of the City under prior agreement, this Agreement shall supersede any terms and conditions of said prior agreement, whether in writing or otherwise. The parties agree that upon execution of this Agreement by any Agent that currently sells services on behalf of the City under prior agreement, the terms of the prior agreement shall control for the first one-hundred twenty (120) days of this Agreement being in effect. Thereafter, the terms of this Agreement shall control and the terms of the any prior agreement shall be of no force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

City of Monroe

By: _____

Name: _____

Title: _____

Date: _____

Agent: _____

(Signature)

Name: _____

Title: _____

Date: _____

Agent Type: _____

Addendum A: Agent Levels and Agent Status

Monroe Referral Agent: Monroe's referral agent program is intended for persons or companies not actively involved in the sale or implementation of Communication or Data Center services. Referral Agents will receive a one-time payment based on the payout rates published in Addendum B. The contract must be at least 12 months in length to qualify for a payment under this Addendum A.

Payment to the agent will be made (or credited) once the referred contract has made its third payment. Monroe shall have no obligation to pay the Agent until such third payment has been made.

Monroe Agent: This agent plan pays a monthly recurring commission based on the payout rates published in Addendum B. This program is intended for individuals or companies that actively sell services related to Monroe's offerings in telecommunications or Data Center services.

Monroe Agents, as contrasted with Monroe Premium Agents, are not required to meet quarterly selling requirements. In conjunction with these reduced requirements, Monroe Agents will not participate in co-branding, co-marketing or other Premium Agent programs.

Monroe Agents will utilize all order forms and reports provided by Monroe and submit all orders for services in a timely fashion

Monroe Premium Agent: Premium Agents can be any company in the supply chain of goods and services in both the Information Technology and voice or data communications market segment. Premium Agents that sell or recommend Monroe and or Broadriver/Appia services on behalf of Monroe will be paid a monthly commission based on the rates published in Addendum B. Premium Agents who sell directly to end users will have to meet certain criteria that will differentiate their organization from those companies in the standard agent program.

Monroe Premium Agents will utilize all order forms and reports provided by Monroe and submit all orders for services in a timely fashion.

Premium Agent Eligibility Requirements:

1. Per quarter Selling Requirements – Perform at least one of the following:
 - a. One new customer for Monroe Services.
 - b. Monroe offers multiple types of services – Transport, Connectivity, Internet, CATV and Voice.
For an existing customer: Sell them one of the Monroe services that they are not currently using.
 - c. Increase Monroe Revenue by \$500.
 - d. Refer four qualified opportunities to Monroe.
 - e. Act as first line of contact for major accounts.
2. Complete a skill set Matrix
 - a. This matrix is required to assist the channel in discovering what skills, certifications or business concentrations are available.
3. Participate in Co-branding or Co-marketing programs.
4. Actively work leads that are referred to them by other Premium Agents
 - a. Monroe and other Premium Agents may refer opportunities to each other. Agents are expected to assist each other without encroaching on another Premium Agent's focus within the referred opportunity.
 - b. Monroe may also refer opportunities to Premium Agents based on zip codes. Each agent will be assigned a zip code (or more than one). These assignments will be used to distribute leads generated from specific marketing campaigns. If a zip code range has more than one Premium Agent assigned to that range, lead distribution will simply be rotated through the assigned agents.

5. Each Premium Agent is expected to actively participate in improving the channel. Improvements may include:
 - a. Contribute articles for a newsletter
 - b. Find complementary vendors that might assist other channel members grow their business.
 - c. Participate in Channel Advisory meetings.

Premium Agents may white label or Co-Brand any Monroe Product or Service. To be eligible for white labeling, additional contract addendums must be executed. White labeling certain publically regulated services will also require additional contractual agreements.

Premium Agents receiving commission who fail to meet these quarterly requirements will be placed on probation. After three consecutive quarters on probation, the Premium Agent and all associated commission payments will be terminated. If placed on probation, all out-of-contract accounts in that agent's portfolio will become house accounts. The remainder of the agent's portfolio remains intact but in a suspended status pending either termination or reinstatement. If a Premium Agent remains in suspended status for one year (four consecutive quarters), the agent agreement is terminated. A suspended Premium Agent may be reinstated after meeting the quarterly requirements for two consecutive quarters. Monthly commission payments will then be resumed.

Should the account increase or decrease its contract with Monroe, the Premium Agents payout will change accordingly. The agent does not have to be actively involved with a transaction to receive credit for the transaction. For example, an account may request additional services directly from Monroe. The Premium Agent will receive an increased commission on that account without having to take any action. This form of account "ownership" only applies to active accounts, under contract if required and in good standing.

Addendum B – Payout Schedules

Monroe Referrals: Individuals or companies that have referred business to Monroe will receive payment for the referral. Existing customers will receive a credit on their account.

Payment Terms:

- Payment will be equal to one month's charge of the regular monthly recurring amount of the referred customer's signed contract.
- The contract must be at least 12 months in length if required.
- The referral payment will be made after Monroe has received the third contractual payment *and* the customer has been in good standing for 90 days.
- Individuals receiving referral payments will be required to complete the appropriate tax forms before receiving payment.

Monroe Agent: Individuals or companies that have signed an agent agreement will be compensated based on the following criteria:

Payment Terms:

- Agent Payouts have three levels – Base, Bonus 1 and Bonus 2.
- Individual accounts that are part of the agent portfolio will be allocated to one of the three levels unless the account is suspended due to non-payment or terms of use violations.
- **Base Level Payouts** – Monroe will pay 10% commission on all eligible base level accounts. The Base Level is the first \$5,000 of monthly recurring revenue (MRC) that an agent brings to Monroe.
- **Bonus Level 1 Payouts** – Monroe will pay 15% commission on all Bonus eligible accounts. The agent is eligible for Bonus level payouts when the MRC of the eligible accounts is between \$5000 and \$10,000.
- **Bonus Level 2 Payouts** - Monroe will pay 20% commission on all Bonus eligible accounts. The Agent is eligible for Bonus level payouts when the MRC of the eligible accounts exceeds \$10,000.

Eligible Accounts:

- Accounts must be in good standing. Agents will not receive commission on accounts that are not current. Once the account has returned to good standing, payments will resume.
- All accounts must have a contract term of at least 12 months for the initial contract on required services.
- Accounts are only eligible for the duration of the initial contract. Once the initial contract expires, the account will become a house account and be removed from the agent's portfolio.

Monroe Premium Agents: Individuals or companies that have been designated a Premium Agent will be compensated based on the following criteria:

Payment Terms:

- Premium Agents Payouts have five levels – First Month, Base, Bonus 1, Bonus 2, and Renewal.
- Accounts that are part of the Agents portfolio will be allocated to one of the five levels unless the account is suspended due to non-payment or terms of use violations.
- **First Month Payouts** – Monroe will pay 75% of the MRC after the customer has been in good standing for 90 days.
- **Base Level Payouts** – Monroe will pay 10% commission on all eligible base level accounts. The Base Level is the first \$5,000 of monthly recurring revenue (MRC) that a Premium Agents brings to Monroe.

- **Bonus 1 Payouts** – Monroe will pay 15% commission on all Bonus eligible accounts. The Premium Agents is eligible for Bonus level payouts when the MRC of the eligible accounts exceeds \$5000.
- **Bonus 2 Payouts** - Monroe will pay 20% commission on all Bonus eligible accounts. The Premium Agents is eligible for Bonus level payouts when the MRC of the eligible accounts exceeds \$10,000.
- **Renewal Payouts** – Unlike standard agents, Premium Agents can renew any out-of-contract accounts and insure that those accounts remain active in that agent’s portfolio. The total monthly recurring revenue for the renewed account will still be used for bonus level calculations. The individual renewal accounts earn a 15% commission payout regardless of overall bonus level.

Eligible Accounts:

- Accounts must be in good standing. Premium Agents will not receive commission on accounts that are not current. Once the account has returned to good standing, payments will resume.
- All accounts must have a contract term of at least 12 months for the initial contract if required in the sales order.
- Customer accounts must be under contract to be eligible for agent commissions if required in Monroe’s sales order. Once a customer is no longer under contract, the agent will have a 60-day grace period to renew the contract before that account reverts to a house account. Agents will continue to be paid at the renewal rate during this grace period. This grace period is intended to provide the agent with an opportunity to renew the account. In order to facilitate proactive contract renewals, Monroe will publish all starting and ending contract dates.
- Large accounts and transport accounts will be paid out under Base, Bonus 1 or 2 depending on the level of sales by the Premium Agent. Large accounts are accounts with more than two (2) physical locations, more than one PRI, or internet in excess of 100Mps. Transport accounts are point to point and do not include internet or VPN services. The Agent will act as first point of contact with these customers and will provide value added services to each account. These accounts will stay in the agent’s portfolio as long as they are in good standing.
- Residential accounts require contracts to remain eligible.

Addendum C – Channel Management

All issues that affect both Monroe and an agent will be communicated in a timely manner.

Account or prospect requests a specific agent – Should a customer or prospect request to work with a specific agent, Monroe will accommodate that request with full notification of any other affected agents. This clause is intended to address a situation where no agent is actively working the account at the time of the request. For example, Widget Corp may respond to a marketing campaign in a zip code normally covered by agent XYZ but might request to work with agent ABC. Monroe would accommodate that request and notify all parties.

Account requests to switch agents – Should a customer request to switch from a specific agent, for any reason, Monroe will communicate that request to the incumbent agent. Monroe will ask the customer for time to cure the existing problem but will ultimately suggest alternative agents if amelioration is not possible. All affected parties will be notified.

Account or Commission Splits – Should a customer switch agents, Commission splits will be handled in the following manner:

- The original agent will continue to receive commission through the term of any contracts that are in place at the time of the switch.
- The replacement agent will be credited with any new revenue from the account.
- If the replacement agent is a Premium Agent, that agent will have the opportunity to renew any existing contracts as they expire.

Addendum D – Additional Service(s)

Agent agrees to provide the following additional service(s) at the request of the City of Monroe:

- Monthly review of Broadriver/Appia bill to include charges for International Long Distance and Directory Assistance billing data. The City of Monroe shall give notice to Broadriver/Appia that Agent is to receive the necessary data to make this review. The City of Monroe shall give Agent access to Issuetrak to help facilitate this review. Agent shall provide the details of billing data that the City of Monroe will be adding to customer bills each month.