



**LIVING ARTS COLLEGE**  
**REPRESENTATIVE AGREEMENT**  
with XXXX

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College: Living Arts College identified here as LAC  
Address: 3000 Wakefield Crossing Drive  
City, State, ZIP Code, Country: Raleigh, North Carolina 27614 USA  
Phone: in USA 919.488.8500 Fax: in USA 919.488.8490  
eMail: college@living-arts-college.edu www.living-arts-college.edu/international  
principal contact individual and cell phone: Debra Hooper 919.345-5640

Representative: XXXX identified here as: XXXX  
Address: Offices in XXXX  
Phone(s): Fax:  
eMail: Website:  
Principal contact individual and cell phone:

The above two parties have come to an agreement on the recruitment of students with the following terms to be followed in trust and good faith:

**I. Terms of Agreement**

- 1.1 LAC shall provide quality programs of education for students recruited by Party B.
- 1.2 XXXX, appointed by LAC as an agent, shall recruit qualified students for LAC and provide advising services for applicants helping complete their LAC student registration and arrival process.

**II. About LAC**

- 2.1 LAC is a USA institution accredited by ACICS, Washington, D.C. (acics.org), licensed by the North Carolina Community College System, and approved by the North Carolina Board of Governors to confer Baccalaureate undergraduate degrees. The College is located in Raleigh, North Carolina with a branch campus in Winston-Salem, North Carolina. It was founded in 1997.
- 2.2 XXXX is an agent organization licensed by \_\_\_\_\_ to function as \_\_\_\_\_ located in \_\_\_\_\_. It was founded in \_\_\_\_ to serve candidates for enrollment in post secondary education.

### III. Appointment by Living Arts College—XXXX Obligations and Services

- 3.1 LAC appoints XXXX to undertake recruiting services defined below in return for compensation awards also noted in this document.
- 3.2 XXXX provides services as follows:
  - 3.2.1 Promote and market the programs and courses listed in the current LAC Creative Arts catalog available as hard copy and as PDF online at [www.living-arts-college.edu](http://www.living-arts-college.edu).
  - 3.2.2 Assist prospective students in making application to LAC, excluding those candidates who do not meet academic standards and English language standards noted in this document.
  - 3.2.3 Provide knowledge of program content, LAC housing services, USA Visa requirements, and all LAC codes and requirements published in the LAC catalog and LAC housing guide and enrollment agreement and official application.
  - 3.2.4 Provide pre-arrival assistance and coordination with arrival at LAC.
  - 3.2.5 Conducting and reporting on preplanned presentation events utilizing LAC supplied show materials. The current show theme is: MY CREATIVITY (23 minute film).
- 3.3 XXXX Limitations
  - 3.3.1 Not to undertake any promotion which may be counter-productive for any advertising, publicity or marketing effort benefitting LAC.
  - 3.3.2 Not to delegate duties or obligations arising under this relationship other than may be expressly approved by LAC.
  - 3.3.3 Not to describe XXXX as Agent or Representative of the Institution except as expressly authorized by this Agreement and not to express that XXXX can admit students, offer Awards or Scholarships and that LAC and/or XXXX is able to guarantee employment.
  - 3.3.4 Not to conduct services in any location which LAC shall in its absolute discretion consider unsuitable.
- 3.4 Indemnity Provision

To indemnify and keep indemnified the Institution from and against any and all loss damage or liability which (whether criminal or civil) suffered and legal fees and costs incurred by the Institution resulting from a breach of this Agreement or other negligent acts or omissions by the Advisor.
- 3.5 Notice

To comply with the terms of any Notice specifying a breach of the provisions of this Agreement and requiring the breach to be remedied within a reasonable time so far as it may be, but nothing in this clause is intended to require the Institution to serve notice of any breach before taking action in respect of it.

### IV. Living Arts College Obligations and Services

LAC will support XXXX in positive ways to include:

- 4.1 Make available free of charge reasonable supply of promotional material and application and tuition materials/detail on a planned shipping basis, thus avoiding costly shipments.

- 4.2 Advise XXXX promptly on program updates, program capacity changes, tuition and fee changes, known visa issues and select calendar updates.
- 4.3 Provide XXXX with letters of acceptance or notice of same, once the registration fee is received, as an aid to XXXX for visa application.
- 4.4 Provide XXXX with updated LAC policies and codes of practice relating to recruitment and to give all reasonable information and guidance when required.

## V. Termination

This agreement will terminate based on:

- 5.1 Either party may terminate this Agreement with a 60 day notice after the ending date of the present month. If termination is for actions noted below, termination may be enacted with 24 hour notice.
- 5.2 Performance—XXXX shall introduce a minimum of two students capable of being admitted within 240 days of the commencement signing of this document.
- 5.3 Fundamental Breach--failure to comply with the Obligations and Services in Section 3.2 and 3.3.
- 5.4 Conduct Prejudicial--If XXXX engages in any conduct prejudicial to the reputation of LAC or its marketing generally.
- 5.5 Change of Management or control--If any material change occurs in the management or control of XXXX (being a company) and in particular any change of directors or shareholders save in accordance with the provisions of this agreement or with the consent of the LAC.
- 5.6 Insolvency-- If XXXX (being a company) goes into liquidation either compulsory or voluntary (save for the purposes of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Adviser (being an individual) makes an assignment for the benefit or composition with his creditors generally or threatens to do any of these things or any judgment is made against XXXX or any similar occurrence under any jurisdiction affects XXXX.

## VI. Termination Consequences

In the event of the Agreement being determined whether by effluxion or time Notice breach or otherwise: LAC shall immediately pay to XXXX all arrears of Commission and shall as it arises pay any further Commission due.

Any right or remedy to which either party is or may become entitled under this Agreement or in consequence of the other's conduct may be enforced from time to time separately currently with any right or remedy given by this Agreement or now or afterwards provided for an arising.

Each of the parties shall give notice to the other of the change of acquisition of any address, telephone, facsimile or email address at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

## VII. Notices

Any notice to be served on either of the parties by the other shall be sent by prepaid first class post or by email or by facsimile and shall be deemed to have been received by the addresses within 14 days of posting or 24 hours if sent by email or by facsimile to the correct email address or correct facsimile number of the addressee.

## VIII. Headings

Headings contained in this Agreement are for reference purposes only and should not be incorporated into

this Agreement and shall not be deemed to by any indication of the meaning of the clauses to which they relate.

#### IX. Joint and Several

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successor in title to the parties.

#### X. Proper law and jurisdiction

This Agreement shall be governed by United States law in every particular including formation and interpretation and shall be deemed to have been made in the USA.

10.1 Any proceedings arising out of or in connection with this Agreement may be brought in any court or competent jurisdiction in the USA.

10.2 The submission by the parties to such jurisdiction shall not limit the right of LAC to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.

#### XI. Rights Cumulative

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.

#### XII. Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

#### XIII. Status of XXXX

13.1 During the Term the Adviser shall be an independent contractor and not the servant LAC.

13.2 In such capacity XXXX shall bear exclusive responsibility for the discharge of any income tax and VAT liability arising out of remuneration for his/her work performed by him/her under this Agreement.

13.3 The Adviser shall not be subject to directions from LAC as to the manner in which he shall perform his work.

#### XIV. Costs

Each of the parties shall pay its own costs and expenses incurred by it in connection with this Agreement.

#### XV. No assignment or sub-contracting

The Adviser shall not assign or sub-contract any of his rights or duties under this Agreement without the consent in writing of LAC.

#### XVI. Arbitration

All disputes or differences which shall at any time, arise between the parties whether during the Term or afterwards touching or concerning this Agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of the Agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by North Carolina Arbitration.

Signed by \_\_\_\_\_ Date \_\_\_\_\_

Name and Title: Debra Ann Hooper, Director on behalf of LAC

Witness signed \_\_\_\_\_

Name (print):

Signed by \_\_\_\_\_ Date \_\_\_\_\_

Name and Title:

Witness signed \_\_\_\_\_

Name (print):