

MARKETING REPRESENTATIVE JOB DESCRIPTION  
AND EMPLOYMENT AGREEMENT

1. PARTIES TO THIS AGREEMENT

This agreement is entered into by Nicolet Broadcasting, Inc. called the “company” or the “Radio Station”, and the employee, called the “marketing representative”.

2. GENERAL DESCRIPTION OF RESPONSIBILITY AND AUTHORITY

The marketing representative is responsible for selling, servicing and collecting radio advertising times and services to assigned clients to cause no less than the minimum amount of cash to be collected as called for the individual collected “sales goals” as shown in the schedule attached to this agreement.

3. RECOMMENDED DAILY WORK SCHEDULE

7:30AM-8:30AM	Morning staff meeting
8:30 AM-9:00AM	Travel to first sales call location
9:00AM-Noon	Prime selling time-make six presentations minimum
12:00 Noon-1PM	Lunch
1:00PM	Submit orders
3:00PM-5:00PM	Prime selling time-make four presentations Complete post-sales paperwork 5 minute check-in with sales manager or e-mail report of days activities

Details of Daily Work Schedule

3.1 The official work week is Monday through Friday. Special events or emergencies may require occasional weekend or evening work as needed to adequately service clients, assist in direct broadcasts, or participate in the company’s radio station(s) functions or community events that require staff attendance.

3.2 Saturday work will be expected only to catch up missed presentations and other shortages or for special client or station event.

3.3 There will be a training program presented every Wednesday beginning at 1:00PM. Attendance at this meeting is mandatory. These sessions provide in-depth sales training, introduction to new products, practice, problem solving, and other aspects of improving individual and group sales performance. These meetings will conclude by 5:00PM. Please do not schedule appointments for Wednesday afternoons.

3.4 The prime afternoon selling hours are 3:00PM to 5:00PM.

3.5 At the end of each day marketing representative should complete post-sales paperwork, including bookkeeping and reports, sales total for the telephone or e-mail report to management.

3.6 The marketing representative will check out with the sales manager in person, by telephone or e-mail at the end of each day. The marketing representative will report results of the selling day and relate any new information to the sales manager concerning the day's activities. This includes the number of clients who were asked to buy, sales, objections and comments.

#### 4 SALES BOOKKEEPING AND REPORTING STANDARDS

4. All reports, records and files required to be kept by the marketing representative shall be kept current on a daily basis and shall be made available for inspection and review by the General Manager, sales manager or their designated representatives. All reports, records and files, plus training materials become and remain the property of Nicolet Broadcasting, Inc. and must be returned to Nicolet Broadcasting when employment is terminated.

#### 5. PERFORMANCE STANDARDS

5.1 Every assigned A-account must be contacted at least once each week and on each call the account shall be asked to buy. B- should be seen in person every other week. C- once each month.

5.2 Each marketing representative is assigned a list of accounts from which collected sales budgets are to be met. Sales leads are to be approved by the sales manager before contact. Sales management approval is required before new accounts may be contacted.

5.2a Using sample ads is the single most successful selling tool. Each marketing representative should present at least 15 sample ads each week.

#### 6 PROCEDURES FOR HANDLING CONTRACTS, START ORDERS, AND COPY

6.1 All rates are published. All radio advertising time and services must be presented and sold at the published rates in effect at the time of presentation. Deviation from the published rates is expressly forbidden and is grounds for immediate termination.

6.2 All contracts must be in writing and signed by the client. These documents are vital both from the standpoint of client satisfaction and the smooth successful operation of the company's radio station (s). Particular care should be given to fill out these forms completely, neatly, and accurately.

6.3 Sales contracts provide that the deadline for all contracts and start orders is 1:00PM, two business days prior to the start day of the broadcasts.

6.4 It is the responsibility of the marketing representative to make sure the correct copy and schedule is running on each assigned account.

## 7. COLLECTIONS AND CREDIT

7.1 The marketing representative is required to solicit full payment with all contracts and orders. Monthly payments in advance are required for annual agreements.

7.2 If client requests credit, the marketing representative will completely fill out payment methods on the agreement form and verbally review collection policy with client.

7.3 Collections are the responsibility of each marketing representative. The marketing representative is to follow collection instructions taught in the initial sales training program to secure payment in advance of broadcast.

## 8 COLLECTED SALES GOAL REQUIREMENTS

8.1 Advertising marketing representatives are paid on collections.

8.2 Commission on the shopping show will be paid on the actual amount collected by the station after payment has been received and the ads have been scheduled.

8.3 Failure to meet sales goals by more than 10% for three consecutive months or by 20% for two consecutive months will jeopardize employment.

8.4 Collection goals are shown here:

### Schedule A: "Collection Goals for 0 List in Thousands of Dollars"

Month	Collection	Month	Collection
1	\$2	12	\$13
2	3	13-24	14
3	4	25-36	16
4	5	37-48	18
5	6	49-60	20
6	7	61-72	22
7	8		
8	9		
9	10		
10	11		
11	12		
12	13		

Meeting goal requires the above amount of advertising to be collected in the month indicated. Monies collected from the sale of items on the Shopping Show are considered a “sale” in the month collected and are added to the collection in the selling month for the purpose of determining goals.

## **9 CAR, LICENSES, INSURANCE, SELLING TOOLS, EQUIPMENT**

9.1 Each marketing representative is required to provide his/her own dependable automobile, properly licensed and insured per the requirements of the state of Wisconsin and in good running order. Vehicle will reflect proper business appearance.

9.2 A valid driver’s license is required. Proof of such license must be delivered to the sales manager prior to the signing of this agreement and at least once per year thereafter.

## **10 PAY AND PAYCHECKS**

10.1 Paydays are the 10<sup>th</sup> and 25<sup>th</sup> of each month. If the payday falls on a Friday checks are issued on Friday. If the payday falls on Sunday checks are issued on Monday. Commissions are paid for selling, servicing and collecting. In the event of termination, commissions will be paid for revenue collected up to the date of termination of employment.

10.2 Upon resignation or termination of employment by Nicolet Broadcasting, Inc. employee shall receive commissions on all personal collections through employee’s last day of employment.

10.3 Starting base salary is \$2,500 a month or 15% of collections, whichever is greater.

10.4 Base pay will increase by \$500 after a 90 day probationary period of each month’s goal is met, all records are kept as required, and the minimum weekly activities of three sample ads a day are presented, a minimum of three weekly client interviews are conducted and a minimum of three written presentations are made. The base pay will remain at or revert to \$2,500 if required records are not kept current on a daily basis and all above activities completed without exception.

Late payment results in a reduction in commission of 25%. Payments late by more than 30 days have commission reduced by 50% and payments more than 60 days late have commission reduced by 75%.

10.4 Earned commissions are paid the month following collection and are divided between checks paid on the 10th and 25th of the month.

## **11. COMPANY BENEFITS**

11.1 Health Insurance: The Company does not provide health insurance.

11.2 Vacations. Vacation schedules must be arranged and requested in writing with the sales manager in advance. If collection goals are met vacation time is unlimited with management approval.

11.2a In the event of scheduling conflicts, company reserves the right to determine vacation schedules.

11.3 Personal use of station computers is prohibited.

11.4 After 90 days of employment the company will match employee contribution to a Simple IRA up to 3% of earnings.

11.5 After 90 days of employment the company will provide paid holiday(s).

## **12 LEGAL MATTERS AND GENERAL RADIO STATION POLICIES**

12.1 Employees will be required to enter into a confidentiality/non-compete agreement preventing employment with a direct competitor for a period of 90 days within 35 miles of stations, sign an equal opportunity and harassment policy and a cell phone policy, all of which will be provided before the start of employment.

12.2 The marketing representative is prohibited from holding any other full or part time jobs during employment here without disclosure to and approval of station management. This approval is required in order to avoid a potential conflict of interest or the appearance of a conflict of interest.

12.2a Confidentiality; company and salesperson agree and understand that certain business programming and operating information of Employer, including but not limited to financial information must be held in strict confidence. Information about company's advertising accounts and their identities and programming and recording formulas, techniques, and strategies, and similar information constitutes valuable business secrets, disclosure of which would be damaging to company.

12.2b Trade Secrets. The parties acknowledge and agree that during the term of this agreement and in the course of the discharge of his/her duties herein, the marketing representative shall have access to and become acquainted with information concerning the operation of the radio station, including without limitation, sales, canvassing, financial, advertising and operating policies and procedures, financial, personnel, planning, and other information that is owned by Nicolet Broadcasting, Inc. and regularly used in the operation of company's radio station (s) and that this information constitutes the radio station's trade secrets.

12.2c The marketing representative agrees that he/she shall not disclose or use any such trade secrets, directly or indirectly, to any other person, or use them in any way, either during the term of this agreement, or at any other time thereafter, except as is required in the course of his or her employment with the company.

12.2d The marketing representative further agrees that all files, records, documents equipment, and similar terms, including sales training materials relating to the

company's radio station business, whether prepared by the marketing representative or others, are and shall remain exclusively the property of the company.

12.2e. Shopping Show. No employee may purchase shopping show certificates without prior management approval in writing.

12.3a COVENANT NOT TO COMPETE: Marketing representative acknowledges that in the course of his or her employment, he or she will receive confidential business information and develop valuable contact with company's accounts. Therefore, for the reasonable protection of the company, marketing representative covenants and agrees that while employed by company and in the event marketing representative's employment with the company is terminated for any reason by either company or marketing representative, for a period of three months from the date of termination, he or she will not engage in competition with company, directly or indirectly, (i.) either alone or with or for any other person, firm, corporation, association, or business organization which is engaged in serving as a media outlet (including, but not limited to radio, television, newspaper, cable, periodicals and the internet) and is located in the geographical area set forth in Paragraph 15.7b below, or (ii.) by owning, managing, operating, or controlling, or being as director, stockholder, partner or employee of any such business or entity located in the geographical area set forth in Paragraph 15.7b below, which competes with company's business as conducted now or at any time marketing representative is employed by company, and (iii.) will not, for marketing representatives own benefit or for the benefit of others, solicit in competition with company, any of company's customers located in the geographic area set forth in Paragraph 15.7b below, including without limitation because of enumeration all existing or potential future customers of company with whom marketing representative had business contact during the twelve months immediately prior to the termination of employment.

12.3b The geographic scope of this covenant not to compete shall encompass the effective broadcast area of company located within a circular area, the approximate radius of which is 35 miles and the center of which is the company's radio transmitting towers.

12.3c Company and marketing representative acknowledge that irreparable injury will result to company's business and property in the event of a breach by marketing representative of any of the terms of this covenant, and that in the event of such a breach, company shall be entitled to injunctive relief to restrain the violation hereof by marketing representative and marketing representative's partners, agents, and all other persons acting for or with marketing representative in addition to any other remedies and damages available at law or equity.

12.3d Marketing representative represents and states that marketing representative's experience and capabilities are such that marketing representative can attain employment in a noncompetitive area and that, in the event of termination of marketing representative's employment hereunder, enforcement of this covenant by way of injunction will not impair or prevent marketing representative from earning a livelihood.

12.3e Nothing herein shall be construed to prevent marketing representative from engaging in any occupation in any area after the end of the restricted time period

provided for above or from engaging in any occupation outside the restricted geographical area set forth above immediately after the termination of employment.

12.3f Marketing representative acknowledges the difficulty of determining company's damages for a violation of this provision of the agreement. Therefore, in the event of a violation of this provision by marketing representative, company shall be entitled, at its option, to collect liquidated damages from salesperson in an amount equal to marketing representative's monthly gross earnings for the last full month in which marketing representative is employed by company prior to violations of this covenant, but shall not preclude company from obtaining equitable relief.

12.3g The parties hereto covenant and agree that to the extent any provision(s) of this paragraph shall be held unlawful, or unenforceable, any such provision(s) shall be modified to the extent necessary to be legally enforceable to the fullest extent permitted by applicable law and that any court of competent jurisdiction shall, and the parties hereto do hereby expressly authorize such to modify any such provision(s) in order that such provision(s) shall be enforced by such court to the fullest extent permitted by applicable law, and company shall further be entitled to recover all costs, expenses, and damages, including but not limited to legal fees for enforcement of the provision hereof.

12.4 Consumption of any alcoholic beverages during hours of employment is prohibited. Smoking in the office, in station vehicle, at station events, or on radio station property, and is prohibited.

12.4a This agreement constitutes the entire understanding of company and marketing representative, and supersedes any and all previous employment agreements between company and marketing representative whether verbal or written. The foregoing terms and conditions of employment are those in force at this date. It is understood that management reserves the right to add, adapt, or otherwise modify these policies and procedures as conditions warrant and with reasonable notice to employees. Any changes in policies and procedures must be by the President of Nicolet Broadcasting and made in writing.

### **13. EQUAL OPPORTUNITY STATEMENT**

Nicolet Broadcasting, Inc. ("Nicolet Broadcasting") does not discriminate in employment opportunities or practices on the basis of race, color, religion, age, sex, national origin, disability, ancestry, sexual orientation, marital status, veteran status, arrest or conviction record, or any other basis prohibited by local, state or federal law.

Nicolet Broadcasting is committed to providing a work environment in which employees are treated with courtesy, respect and dignity. As part of this commitment, the Company will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, age, color, sexual orientation, religion, national origin or any other protected characteristic.

Any employee with questions or concerns about any type of discrimination and/or harassment in the workplace is encouraged to bring these issues to the attention of Roger

Utnehmer, or any other member of management. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination and/or harassment will be subject to disciplinary action, up to and including termination of employment.

Any employee having a suggestion, problem, complaint or question concerning equal employment should contact Roger Utnehmer, Karen Utnehmer, or any other member of management.

#### **14. HARASSMENT POLICY**

Nicolet Broadcasting is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, sexual orientation, race, color, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to Roger Utnehmer, or, if Roger Utnehmer is unavailable or for some reason the employee is uncomfortable reporting the incident to him, then to any member of management with whom the employee is comfortable. Employees can raise concerns and make reports without fear or reprisal. All reports will be promptly and properly investigated. To the extent possible, such reports will be kept confidential.

Any member of management who becomes aware of possible sexual or other unlawful harassment should promptly advise the persons involved that this conduct is strictly prohibited and report the incident to Roger Utnehmer.

Anyone found to have engaged in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

#### **15. CELLPHONE POLICY**

15.1 The company's policy is to entrust employees with communication technology for productivity and safety reasons, and that it remains their responsibility to use it prudently such that the safety of themselves, their co-workers, and the general public is always their top priority.

While operating a motor vehicle, employees must either refrain from cell phone use altogether, use hands-free equipment which allows both hands to stay on the wheel or pull over to the side of the road before making or accepting a call.

Employees should thoroughly familiarize themselves with the cellular equipment and utilize speed-dial, memory, and similar functions designed to simplify its use.

If possible, employees should decline incoming calls, in favor of voice mail or caller identification, to be returned when they reach their destination.

Employees must never attempt to take notes, flip through address books, or otherwise divert their attention from driving. The cell phone itself should be kept in an easy-to-reach location within the vehicle.

All conversations should be suspended during heavy vehicular or pedestrian traffic, severe weather, or any other condition which may compromise safety. Emotional or stressful conversations should be avoided.

Employees must know and obey all local laws regulating cell phone use while driving. Hands-free devices are currently mandatory in several towns and counties throughout the Northeast as well as all of New York State as of December 2001. Of course, every state prohibits reckless or careless driving.

**16. ACKNOWLEDGEMENT OF REVIEW**

Prior to signing this agreement, I have had the opportunity to discuss with the Sales Manager and to have my questions answered. I have read, understand and agree to all these policies and procedures and further agree that failure to comply with the rules and regulations stipulated herein, or falsifying contracts or reports, conviction for theft of station property or money, shall result in termination of employment.

Agreed and approved by:

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(Signature of salesperson)

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(Printed Name)                      (Date)

Agreed and approved for the company by

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(Signature of company official)

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(Printed name and title)              (Date)

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Witnessed by  
Updated January 25, 2013