

AMBASSADOR AGREEMENT

Location: _____ Date: _____

Parties:

Company Name: _____

Address: _____

Representative Name: _____

Representative Title: _____

Ambassador Information:

Full Name: _____

Address: _____

Phone/Email: _____

Agreement Terms and Conditions:

Clause 1 – Appointment

The Company hereby appoints the Ambassador as its non-exclusive representative to promote and market the Company's products and services within the defined territory, subject to the terms and conditions of this Agreement.

Clause 2 – Ambassador Duties

The Ambassador agrees to diligently promote the Company's offerings, maintain a positive image of the Company, comply with all applicable laws and Company policies, and provide regular reports of activities as requested.

Clause 3 – Compensation

The Ambassador shall receive compensation as specified in the attached Schedule. Compensation shall be payable upon receipt of payment from customers referred by the Ambassador, subject to any applicable deductions and withholdings.

Clause 4 – Term and Termination

This Agreement shall commence on the effective date and continue until terminated by either party upon thirty (30) days written notice. Termination may occur immediately for cause, including breach of this Agreement or misconduct.

Clause 5 – Confidential Information

The Ambassador shall maintain the confidentiality of all proprietary and confidential information received from the Company during the term of this Agreement and thereafter, and shall not disclose such information without prior written consent.

Clause 6 – Intellectual Property

All intellectual property rights related to the Company's products, services, trademarks, and materials remain the sole property of the Company. The Ambassador shall not use Company intellectual property except as expressly authorized in writing.

Clause 7 – Compliance with Laws

The Ambassador shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their duties under this Agreement.

Clause 8 – Independent Contractor Status

The Ambassador is an independent contractor and not an employee, agent, or legal representative of the Company. Nothing in this Agreement shall be construed to create an employer-employee relationship.

Clause 9 – Indemnification

The Ambassador agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the Ambassador's acts or omissions in connection with this Agreement.

Clause 10 – Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of this Agreement.

Clause 11 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles.

Clause 12 – Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved through good faith negotiations between the parties. Failing which, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

Clause 13 – Non-Exclusivity

The Ambassador acknowledges and agrees that the Company may appoint other ambassadors or agents and that this Agreement does not grant exclusive rights.

Clause 14 – Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, the Ambassador shall not solicit or attempt to solicit the Company's employees, customers, or contractors for competitive purposes.

Clause 15 – Entire Agreement

This Agreement, including any attached Schedules, constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, written or oral.

Clause 16 – Amendments

No modification or amendment to this Agreement shall be effective unless in writing and signed by both parties.

Clause 17 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or by nationally recognized overnight courier to the addresses specified herein.

Clause 18 – Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 19 – Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

COMPANY REPRESENTATIVE SIGNATURE

AMBASSADOR SIGNATURE

Signature: _____

Signature: _____

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