

COMMISSION AGREEMENT

Location: _____ Date: _____

Parties:

Principal Name: _____

Principal Address: _____

Agent Name: _____

Agent Address: _____

Recitals:

WHEREAS, Principal desires to engage Agent to perform certain services on Principal's behalf; and WHEREAS, Agent agrees to provide such services under the terms set forth herein; NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Section 1 – Appointment

Principal hereby appoints Agent as its non-exclusive agent to perform the services described herein, and Agent accepts such appointment subject to the terms and conditions of this Agreement.

Section 2 – Scope of Services

Agent shall use reasonable efforts to solicit orders, procure contracts, or provide other services for Principal as agreed, subject to Principal's approval of any contracts or transactions.

Section 3 – Commission

Principal agrees to pay Agent a commission as compensation for services rendered. The commission rate and payment terms shall be as follows: [Specify commission percentage, calculation method, and timing].

Section 4 – Payment Terms

Commissions shall be payable within thirty (30) days after Principal's receipt of payment from third parties resulting from contracts procured by Agent. No commissions shall be payable on contracts cancelled or rescinded.

Section 5 – Term and Termination

This Agreement shall commence on the date of execution and continue until terminated by either party upon thirty (30) days' written notice. Termination shall not affect commissions due for contracts procured prior to termination.

Section 6 – Confidentiality

Agent shall keep confidential all proprietary and confidential information obtained during the term of this Agreement and shall not disclose such information to any third party without Principal's prior written consent.

Section 7 – Independent Contractor

Agent is an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or employment relationship.

Section 8 – Representations and Warranties

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder.

Section 9 – Indemnification

Agent shall indemnify, defend, and hold Principal harmless from any claims, damages, or liabilities arising from Agent's acts or omissions in the performance of services.

Section 10 – Governing Law

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

Section 11 – Dispute Resolution

Any disputes arising under this Agreement shall be resolved first by good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

Section 12 – Notices

All notices shall be in writing and deemed delivered when received by hand, certified mail, or recognized courier service at the parties' addresses set forth herein.

Section 13 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings.

Section 14 – Amendments

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

Section 15 – Severability

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

Section 16 – Waiver

Failure to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision.

Section 17 – Assignment

Neither party may assign this Agreement without the prior written consent of the other.

Section 18 – Counterparts

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

Section 19 – Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws in the performance of their obligations.

Section 20 – Signatures

The parties have executed this Agreement as of the date first written above.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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