

# EXCLUSIVE AGENCY AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Principal Information:

Full Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Agent Information:

Full Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Agreement Terms:

### 1. Appointment of Agent

The Principal hereby appoints the Agent as its exclusive agent for the purpose of marketing and selling the products and/or services described herein within the agreed territory. The Agent accepts the appointment and agrees to use best efforts to promote the Principal's interests.

### 2. Exclusivity

During the term of this Agreement, the Principal shall not engage any other agent, distributor, or representative for the sale of the products and/or services within the defined territory. The Agent shall be the sole and exclusive party authorized to act on behalf of the Principal in connection with such sales.

### 3. Territory

The territory covered by this Agreement shall be \_\_\_\_\_ . The Agent shall not sell or solicit orders for the products and/or services outside this territory without prior written consent of the Principal.

### 4. Term and Termination

This Agreement shall commence upon execution and continue until terminated by either party upon thirty (30) days' prior written notice. Termination shall not affect rights or obligations accrued prior to termination.

### 5. Agent's Duties

The Agent agrees to diligently represent the Principal and shall: (a) actively promote the products and/or services; (b) promptly communicate all inquiries and orders to the Principal; (c) keep accurate records of all transactions; and (d) comply with all applicable laws and regulations.

### 6. Principal's Duties

The Principal shall provide the Agent with necessary product information, pricing, marketing materials, and support to enable effective promotion and sale of the products and/or services.

### 7. Commission and Payment

The Agent shall be entitled to a commission of \_\_\_\_\_% of the net sales price on all sales consummated by the Agent under this Agreement. Commissions shall be payable within thirty (30) days after receipt of payment by the Principal from the customer.

#### **8. Expenses**

Unless otherwise agreed in writing, each party shall bear its own expenses incurred in connection with this Agreement, including but not limited to travel, marketing, and administrative costs.

#### **9. Confidentiality**

The Agent agrees to hold confidential and not disclose to any third party any proprietary or confidential information of the Principal obtained during the course of this Agreement, except as required by law.

#### **10. Intellectual Property**

All trademarks, trade names, patents, copyrights, and other intellectual property rights relating to the products and/or services remain the sole property of the Principal. The Agent shall have no rights thereto except as expressly granted in writing.

#### **11. Compliance with Laws**

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

#### **12. Independent Contractor**

The Agent is an independent contractor and not an employee, partner, joint venturer, or legal representative of the Principal. The Agent shall have no authority to bind or obligate the Principal except as expressly authorized.

#### **13. Indemnification**

Each party shall indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, costs, and expenses arising out of or resulting from its own negligence or willful misconduct in connection with this Agreement.

#### **14. Limitation of Liability**

Except for damages arising from gross negligence or willful misconduct, in no event shall either party be liable to the other for indirect, incidental, consequential, special, or punitive damages.

#### **15. Governing Law; Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **16. Notices**

All notices required or permitted under this Agreement shall be in writing and deemed properly given when delivered personally, sent by nationally recognized overnight courier, certified mail (return receipt requested), or electronic transmission with confirmation, addressed to the parties at their respective addresses set forth herein.

#### **17. Entire Agreement; Amendments**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings, whether oral or written. No amendment shall be effective unless in writing and signed by both parties.

#### **18. Severability**

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**19. Waiver**

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provisions.

**20. Counterparts; Electronic Signatures**

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

**PRINCIPAL'S SIGNATURE**

**AGENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Original source of this document:

<https://agreementdocs-us.com/exclusive-agency-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementdocs-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.