

PRODUCER AGREEMENT

Location: _____ Date: _____

Parties:

Producer Name: _____

Address: _____

Phone/Email: _____

Company:

Company Name: _____

Address: _____

Phone/Email: _____

Engagement Terms:

Scope of Work: _____

Territory: _____

Exclusivity (if any): _____

Compensation:

Commission Rate (%): _____ Percent

Payment Terms and Schedule: _____

Term and Termination:

Initial Term: _____

Termination Notice Period: _____

Section 1 – Appointment and Acceptance

Company hereby appoints Producer as a non-exclusive agent to solicit customer orders for its products and services within the agreed territory, and Producer accepts such appointment subject to the terms and conditions contained herein.

Section 2 – Duties and Responsibilities

Producer shall diligently promote, market, and sell the Company's products and services, comply with all applicable laws and regulations, represent the Company professionally, and provide timely reports and feedback as reasonably requested by the Company.

Section 3 – Compensation and Payment

Company agrees to pay Producer commissions as specified in this Agreement, based on net sales directly resulting from Producer's efforts. Commissions shall be paid within thirty (30) days following receipt of payment from customers, subject to applicable deductions and adjustments.

Section 4 – Confidentiality

Producer agrees to keep all proprietary information, trade secrets, customer lists, pricing, and other confidential information strictly confidential and shall not disclose or use such information except as authorized by the Company.

Section 5 – Intellectual Property

Producer acknowledges that all trademarks, trade names, patents, copyrights, and other intellectual property rights belong exclusively to the Company and agrees not to challenge or infringe upon such rights.

Section 6 – Term and Termination

This Agreement shall commence upon execution and continue for the Initial Term, unless earlier terminated by either party upon written notice as specified herein. Termination shall not relieve either party of obligations incurred prior to termination.

Section 7 – Independent Contractor

Producer is an independent contractor and not an employee, partner, or joint venturer of the Company. Producer is solely responsible for all taxes, insurance, and benefits related to its activities under this Agreement.

Section 8 – Compliance with Laws

Producer shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this Agreement, including but not limited to anti-bribery, export controls, and data privacy laws.

Section 9 – Indemnification

Producer agrees to indemnify, defend, and hold harmless the Company from any claims, damages, liabilities, costs, or expenses arising from Producer's breach of this Agreement, negligence, or willful misconduct.

Section 10 – Limitation of Liability

Except for indemnification obligations or willful misconduct, neither party shall be liable to the other for any consequential, incidental, special, or punitive damages arising out of or related to this Agreement.

Section 11 – Governing Law and 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 exclusive jurisdiction and venue in the state and federal courts located in _____ County, _____.

Section 12 – Notices

All notices under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or email with confirmation to the parties at the addresses set forth above or such other addresses as designated in writing.

Section 13 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that the Company may assign to any successor in interest.

Section 14 – Entire Agreement

This Agreement, including all exhibits and schedules, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

Section 15 – Amendments

Any amendments, modifications, or waivers of this Agreement must be in writing and signed by authorized representatives of both parties.

Section 16 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and be construed so as to best effectuate the original intent of the parties.

Section 17 – Waiver

No failure or delay by either party in exercising any right shall operate as a waiver of such right or any other rights under this Agreement.

Section 18 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, or governmental actions.

Section 19 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic means, including PDF and scanned signatures.

Section 20 – Signatures

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date of last signature below.

PRODUCER SIGNATURE

COMPANY SIGNATURE

Signature: _____

Signature: _____

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