

SALES AGENCY AGREEMENT

Location: _____ Effective Date: _____

Parties:

Principal Name: _____

Principal Address: _____

Principal Contact Info: _____

Agent Information:

Agent Name: _____

Agent Address: _____

Agent Contact Info: _____

Recitals:

WHEREAS, Principal is engaged in the business described herein and desires to engage Agent to act as its sales representative in the Territory under the terms and conditions set forth in this Agreement;

WHEREAS, Agent desires to accept such engagement and to diligently represent Principal for the purpose of soliciting orders for the Products described herein;

1. Appointment and Acceptance

Principal hereby appoints Agent as its exclusive/non-exclusive sales agent for the Products within the defined Territory during the Term of this Agreement. Agent accepts such appointment and agrees to use best efforts to promote and sell the Products.

2. Territory

The geographic area covered by this Agreement is defined as follows: _____. Agent shall not solicit orders for the Products outside the Territory without Principal's prior written consent.

3. Products

The Products covered by this Agreement are described as follows: _____. Principal may add or remove Products by providing written notice to Agent.

4. Term and Termination

This Agreement shall commence on the Effective Date and continue for a period of _____ years unless terminated earlier as provided herein. Either party may terminate this Agreement upon _____ days written notice to the other party. Termination for cause may occur immediately upon written notice for material breach.

5. Agent's Duties

Agent shall use diligent efforts to promote and sell the Products in the Territory, promptly communicate all inquiries and orders to Principal, maintain accurate records of all sales activities and customer contacts, and comply with all applicable laws and regulations.

6. Principal's Duties

Principal shall provide Agent with current Product information, pricing, marketing materials, and training as reasonably necessary to assist Agent in performing its obligations. Principal shall fulfill all orders received in accordance with its standard terms and conditions.

7. Orders and Acceptance

Agent shall submit all orders to Principal promptly. Principal reserves the right to accept or reject any order in its sole discretion. No contract shall be binding on Principal until accepted in writing by Principal.

8. Prices and Payment

The prices for the Products shall be those set forth in Principal's current price lists, as amended from time to time. Payment terms shall be net _____ days from the date of invoice unless otherwise agreed in writing.

9. Commission

Agent shall receive a commission of _____% on the net sales price of all Products sold in the Territory. Commissions shall be paid within _____ days after Principal receives payment from customers. Commissions shall not be paid on canceled or returned orders.

10. Expenses

Agent shall be responsible for all expenses incurred in performing its duties unless otherwise agreed in writing by Principal.

11. Confidentiality

Agent shall keep confidential and not use or disclose any confidential information of Principal obtained during the Term, except as necessary to perform its duties or as required by law. This obligation shall survive termination of this Agreement.

12. Intellectual Property

Agent acknowledges that all trademarks, trade names, copyrights, patents, and other intellectual property rights relating to the Products and Principal's business are owned solely by Principal. Agent shall not use such intellectual property except as expressly authorized.

13. Compliance with Laws

Agent shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement.

14. Independent Contractor

Agent is an independent contractor and not an employee, partner, or legal representative of Principal. Agent shall have no authority to bind Principal or incur obligations on its behalf.

15. Indemnification

Each party shall indemnify and hold harmless the other party from any claims, damages, losses, liabilities, costs, and expenses arising from the indemnifying party's breach of this Agreement or negligent or willful acts or omissions.

16. Limitation of Liability

Neither party shall be liable for any consequential, incidental, punitive, or special damages arising out of or related to this Agreement.

17. Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of

confirming transmission and receipt to the addresses set forth herein or such other address as a party may designate by notice.

18. 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 law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

20. Amendments

No amendment or modification of this Agreement shall be binding unless in a signed writing by both parties.

21. Severability

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

22. Waiver

Failure or delay by either party to enforce any right or provision shall not constitute a waiver of such right or provision.

23. Assignment

Neither party may assign or delegate this Agreement or its rights or obligations without the prior written consent of the other party, except to a successor entity in the event of a merger or sale of all or substantially all assets.

24. Force Majeure

Neither party shall be liable for delays or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

25. Counterparts and 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 agreement. Signatures delivered electronically or by PDF shall be deemed original and binding.

26. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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