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Agency Agreement Template

Prepared for: [Client.FirstName] [Client.LastName]
[Client.Company]

Created by: [Sender.FirstName] [Sender.LastName]
[Sender.Company]

1. Introduction

This Agency Agreement (the 'Agreement') is made and entered into as of [Document.CreatedDate] by and between [Sender.Company], having its principal place of business at [Sender.Address], referred to as the 'Company', and [Client.Company], having its principal place of business at [Client.Address], referred to as the 'Agent'. Both parties agree to the terms set forth herein.

WHEREAS, the Company provides certain goods or services described in Exhibit A (the 'Products'); and WHEREAS, the Agent desires to promote, market, and sell the Products within the agreed territory on behalf of the Company; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

2. Grant of Authority

Subject to the terms and conditions of this Agreement, the Company grants the Agent a limited right to market, promote, and sell the Products as outlined in Exhibit A within the designated territory. The Agent shall perform these duties in compliance with the Company's policies and applicable laws.

3. Authorized Territory

The Agent's activities shall be confined to the geographic area defined as [Territory.Description]. The Agent shall not engage in marketing or sales activities outside the defined area without prior written consent from the Company.

4. Exclusivity Clause

Unless otherwise agreed in writing, the Agent shall act as the exclusive representative for the Products within the designated territory. The Company agrees not to appoint additional agents for the same products in the specified region during the term of this Agreement.

5. Intellectual Property and Trademark Usage

The Agent acknowledges that all trademarks, trade names, logos, and related intellectual property belong solely to the Company. The Company grants the Agent a non-exclusive, non-transferable, revocable license to use these trademarks strictly for purposes of marketing and selling the Products within the authorized territory.

Upon termination of this Agreement, the Agent shall immediately discontinue use of the Company's trademarks and remove any related branding from all promotional materials.

6. Duties and Obligations of the Agent

In fulfilling their role, the Agent shall:

1. Exercise due diligence and reasonable effort in promoting and selling the Products.
2. Maintain up-to-date knowledge of the Products and related market conditions.
3. Use promotional materials provided or approved by the Company.
4. Participate in trade events and exhibitions as requested.
5. Respond promptly to customer and Company communications.
6. Submit regular sales and activity reports as requested by the Company.

7. Compensation and Commission

The Company shall pay the Agent [percentage]% of the Net Product Sales resulting directly from the Agent's activities. Net Product Sales refer to total revenue less returns, chargebacks, or uncollected payments.

Commissions will be paid on or before [Payment.Date] for the preceding period. If this Agreement terminates, commissions shall only apply to sales made prior to termination.

8. Confidentiality Obligations

The Agent agrees to keep all proprietary and confidential information obtained during the term of this Agreement strictly confidential. This includes customer data, pricing, trade secrets, and marketing plans. The Agent shall not share such information with any third party without prior written authorization from the Company.

9. Duration and Termination

This Agreement shall commence on the date of signing and continue until terminated by either party with written notice of [number] days. Upon termination, the Agent shall cease all marketing activities and return any Company property or confidential materials in their possession.

10. Liability and Indemnification

Each party agrees to indemnify and hold the other harmless from any claims, damages, or expenses arising out of their respective acts or omissions under this Agreement. The Agent is solely responsible for any representations made that are not expressly approved by the Company.

11. Amendments and Revisions

No modification or amendment to this Agreement shall be valid unless it is made in writing and signed by both parties. This clause ensures that all adjustments are mutually agreed upon and properly documented.

12. Governing Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of [Applicable.State] and subject to the exclusive jurisdiction of its courts.

Signatures

[Sender.Company]

Date: _____

[Sender.FirstName] [Sender.LastName]

[Client.Company]

Date: _____

[Client.FirstName] [Client.LastName]

Exhibit A – Product Listing

List the Products covered under this Agreement below:

- 1.
- 2.
- 3.