

Agency Contract

This **Agency Contract** (shall be referred as "*Contract*" hereinafter) has been signed by and between the parties defined below;

The Principal

The Agent

1. Background

The Principal is a company established under the laws of _____, operates in _____ bussiness and desires to engage the Agent for the purpose of _____.

The Agent represents that it has the necessary certificate of good standing, expertise, resources, and capabilities to perform the services required by the Principal in accordance with the terms and conditions set forth herein.

The parties acknowledge that the services to be provided by the Agent are as follows;

2. Term and Termination of Contract

This Contract shall commence on _____ and shall continue in effect for an initial term of _____, unless terminated earlier in accordance with the provisions of this Contract. Upon the expiration of the initial term, this Agreement shall automatically renew for successive one-year terms, unless either party provides written notice of its intention not to renew at least _____ days prior to the expiration of current term.

Either party may terminate this Contract for any reason by providing _____ days' written notice to the other party. This Contract may be terminated immediately by either party upon written notice to the other party in the event of a material breach of any term or condition of this Contract by the other party.

3. Scope of Agency

The Principal hereby appoints the Agent as its non-exclusive agent to market, promote, and sell the Principal's products within the designated territory specified in this Contract. The Agent is authorized to solicit orders, negotiate terms of sale, and enter into agreements for the sale of the products on behalf of the Principal. The Agent is authorized to operate within _____. The Agent shall not actively market or sell the Products outside this territory without the prior written consent of the Principal.

The Products covered by this Contract are as follows;

4. Compensation and Expenses

The Principal agrees to pay the Agent a commission of _____% on the net sales of the products made by the Agent. Commissions shall be calculated and paid on a _____ basis. The Principal shall provide the Agent with a detailed sales report, including all transactions, within seven days after the end of each month.

If there is any dispute over the commission amount, the Principal shall pay the undisputed portion and both parties shall work in good faith to resolve the dispute promptly.

The Principal agrees to reimburse the Agent for reasonable and necessary expenses incurred in the performance of its duties under this Contract provided that such expenses are pre-approved in writing by the Principal. The Agent shall submit itemized expense reports, along with original receipts or other proof of payment. The Agent shall be responsible for all other expenses incurred in the performance of its duties under this Contract, including but not limited to office supplies, utilities, and personal expenses.

5. Obligation of the Parties

- The Principal shall provide the Agent with necessary marketing materials, product information, training, and other support required to effectively promote and sell the products. The Principal shall ensure that sufficient inventory of the products is available to meet anticipated demand within the territory. The Principal shall establish the pricing, terms of sale, and conditions for the Products, and shall communicate any changes to the

- The Principal shall pay the Agent commissions and reimburse approved expenses in accordance with the terms of this Contract.
- The Principal shall comply with all applicable laws and regulations related to the manufacture, sale, and distribution of the Products.
- The Agent shall use its best efforts to promote, market, and sell the Products within the Territory. This includes conducting product demonstrations, attending trade shows, and meeting with potential customers.
- The Agent shall provide the Principal with regular reports on sales activities, market conditions, customer feedback, and other relevant information as reasonably requested by the Principal.
- The Agent shall maintain accurate records of all transactions and activities related to the promotion and sale of the Products. Such records shall be made available to the Principal upon reasonable request.

6. Confidentiality

Under this Contract, confidential information means any and all information, whether written, oral, electronic, or other form, disclosed by the Principal to the Agent, which is designated as confidential or which should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential information includes, but is not limited to, business plans, financial data, marketing strategies, customer lists, product designs, trade secrets, proprietary information, and any other information that is not generally known to the public.

The Agent agrees to maintain the confidentiality of the confidential information and to use such information solely for the purpose of performing its obligations under this Contract. The Agent shall not disclose any Confidential Information to any third party without the prior written consent of the Principal, except as required by law or as necessary to perform its obligations under this Contract.

7. Governing Law

This Agency Contract shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Contract shall be brought exclusively in the state or federal courts located in _____ and the parties hereby irrevocably consent to the personal jurisdiction and venue of such courts.

8. Miscellaneous

Entire Agreement - This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

Amendments - No amendment, modification, or waiver of any provision of this Contract shall be effective unless made in writing and signed by both parties.

Severability - If any provision of this Contract is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced to the fullest extent under law.

Assignment - Neither party may assign its rights or delegate its duties under this Contract without the prior written consent of the other party, except that the Principal may assign this Contract to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets.

Notices - All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered personally, sent by registered or certified mail, return receipt requested, or sent by a recognized overnight courier service, to the addresses indicated in the first page of this Contract.

Force Majeure - Neither party shall be liable for any failure or delay in performing its obligations under this Contract if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of god, war, terrorism, natural disasters, governmental regulations, or strikes.

Principle

Name

Date

Signature

Agent

Name

Date

Signature



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