

Agent Contract

1. Parties

This **Agent Contract** ("**Agreement**") is entered into on _____ ("**Effective Date**") by and between the following parties:

Principal

Agent

The Principal and the Agent are collectively referred to as the "**Parties**" and individually as a "**Party**."

WHEREAS, the Principal wishes to appoint the Agent to perform certain agency services on its behalf; and

WHEREAS, the Agent has the qualifications and experience necessary to provide such services and agrees to act in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows.

2. Appointment

The Principal appoints the Agent as its exclusive agent to market, promote, solicit, and facilitate the sale of the Principal's products or services within _____. The Agent accepts the appointment and agrees to perform the services in accordance with this Agreement.

3. Duties of the Agent

The Agent shall:

- Promote the Principal's products or services in a professional manner.
- Act honestly, in good faith, and in the best interests of the Principal while performing services under this Agreement.
- Comply with all lawful instructions provided by the Principal.
- Maintain accurate records of transactions and activities performed on behalf of the Principal.
- Promptly notify the Principal of any material issue affecting the performance of this Agreement.

The Agent shall not bind the Principal to any contract or obligation unless expressly authorized in writing.

4. Duties of the Principal

The Principal shall:

- Provide the Agent with the information, materials, and reasonable support necessary to perform the services.
- Pay the compensation specified in this Agreement.
- Notify the Agent of any material changes affecting the products, services, or authority granted under this Agreement.

5. Compensation

The Principal shall compensate the Agent as follows:

Description	Details
Compensation Type	
Amount or Rate	
Payment Terms	

The Agent shall be responsible for any taxes or similar obligations imposed on the compensation received, unless otherwise required by applicable law.

6. Term and Termination

This Agreement begins on the Effective Date and continues until terminated in accordance with this clause.

Either Party may terminate this Agreement by providing _____ written notice to the other Party.

Either Party may terminate this Agreement immediately if the other Party materially breaches this Agreement and fails to remedy the breach within _____ days after receiving written notice of the breach.

Upon termination, the Agent shall immediately cease acting on behalf of the Principal, return all confidential information and property belonging to the Principal, and complete any obligations that are expressly intended to survive termination. The Principal shall pay any undisputed compensation earned before the effective date of termination.

7. Confidentiality

The Agent shall keep confidential all non-public information obtained from the Principal and shall not disclose or use such information except as necessary to perform this Agreement or as required by law.

This obligation survives the termination or expiration of this Agreement.

8. Independent Contractor

The Agent is engaged as an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or fiduciary relationship beyond the agency relationship expressly established by this Agreement.

9. Limitation of Authority

The Agent shall not make representations, warranties, guarantees, or commitments on behalf of the Principal except as expressly authorized in writing.

10. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to its conflict of law principles.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, and understandings relating to the same subject.

Any amendment to this Agreement must be made in writing and signed by both Parties.

12. Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Principal

Name

Date

Signature

Agent

Name

Date

Signature



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