

# AGENT AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

This Agent Agreement (the “Agreement”) is entered into by and between:

Principal: \_\_\_\_\_

Agent: \_\_\_\_\_

## 1. Appointment and Acceptance

Principal hereby appoints Agent as its non-exclusive agent to act on Principal’s behalf to solicit and secure orders for Principal’s products or services, and Agent accepts such appointment subject to the terms of this Agreement.

## 2. Agent’s Duties and Authority

Agent shall diligently represent Principal’s interests, comply with Principal’s policies, and shall have no authority to bind Principal to contracts or obligations without prior written consent. Agent agrees to promptly communicate all inquiries and orders to Principal and keep accurate records of all transactions.

## 3. Principal’s Obligations

Principal shall provide Agent with necessary product information, pricing, and terms of sale. Principal reserves the right to accept or reject orders procured by Agent. Principal will handle all order fulfillment, billing, and customer service.

## 4. Compensation

Agent shall be entitled to commissions as specified in Schedule A attached hereto, payable within thirty (30) days after Principal receives payment from customers. Commissions shall be calculated on net sales excluding taxes, shipping, and returns.

## 5. Term and Termination

This Agreement shall commence upon execution and continue until terminated by either party upon thirty (30) days prior written notice. Principal may terminate immediately for cause including breach or misconduct.

## 6. Confidentiality

Agent agrees to keep confidential all proprietary information, customer lists, pricing, and trade secrets of Principal both during and after the term of this Agreement. Disclosure to third parties is prohibited without prior written consent.

## 7. Independent Contractor

Agent is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship. Agent shall be solely responsible for all taxes, insurance, and benefits.

## 8. Indemnification

Agent shall indemnify and hold Principal harmless from any claims, damages, or liabilities arising from Agent's negligence, misconduct, or breach of this Agreement. Principal shall indemnify Agent only to the extent of Principal's own negligence or breach.

#### **9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **10. Entire Agreement**

This Agreement, including all schedules and exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications. Amendments must be in writing and signed by both parties.

#### **11. Notices**

All notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, certified mail, nationally recognized overnight courier, or electronic means with confirmation of receipt, to the addresses set forth in this Agreement or such other address as designated in writing.

#### **12. Waiver of Jury Trial**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

#### **13. Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most nearly reflects the parties' original intent.

#### **14. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Signatures transmitted electronically shall have the same legal effect as originals.

**PRINCIPAL SIGNATURE**

**AGENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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