

# SALES COMMISSION AGREEMENT

Parties: \_\_\_\_\_

## Commission Agent Information:

Full Name or Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Principal Information:

Full Name or Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Agreement Details:

Subject of Sale or Transaction: \_\_\_\_\_

Commission Rate or Amount: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

## Clause 1 – Appointment

The Principal hereby appoints the Commission Agent as its exclusive/non-exclusive agent to solicit and secure transactions for the sale or purchase described herein, subject to the terms and conditions of this Agreement.

## Clause 2 – Authority

The Commission Agent is authorized to act on behalf of the Principal solely for the purposes expressly stated in this Agreement and shall not have any authority to bind the Principal beyond such scope.

## Clause 3 – Commission

The Principal agrees to pay the Commission Agent a commission as specified above upon the successful completion of each transaction procured by the Commission Agent, regardless of whether the Principal ultimately consummates the transaction.

## Clause 4 – Payment Timing

Commission payments shall be due within a reasonable period following the closing or funding of each transaction. Late payments shall bear interest at the maximum rate permitted by applicable law.

## Clause 5 – Expenses

Unless otherwise agreed in writing, the Commission Agent shall bear all expenses incurred in the performance of their duties under this Agreement.

## Clause 6 – Term and Termination

This Agreement shall remain in effect until terminated by either party upon thirty (30) days written notice. Termination shall not affect accrued rights to commissions.

## Clause 7 – Confidentiality

Both parties agree to maintain the confidentiality of all proprietary information obtained in connection with this

Agreement and shall not disclose such information to any third party without prior written consent, except as required by law.

**Clause 8 – Non-Circumvention**

The Principal agrees not to circumvent or bypass the Commission Agent to avoid payment of commissions on transactions introduced or facilitated by the Commission Agent.

**Clause 9 – Independent Contractor**

The Commission Agent is an independent contractor and shall not be deemed an employee, partner, or joint venturer of the Principal.

**Clause 10 – Compliance with Laws**

Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this Agreement.

**Clause 11 – Indemnification**

Each party agrees to indemnify and hold harmless the other party from and against any claims, damages, or liabilities arising from breaches of representations, warranties, or obligations under this Agreement.

**Clause 12 – Representations and Warranties**

Each party represents and warrants that it has full authority to enter into this Agreement and that the execution and performance thereof do not violate any other agreement or legal obligation.

**Clause 13 – Notices**

All notices required or permitted under this Agreement shall be in writing and deemed delivered when personally delivered, sent by certified mail return receipt requested, or by nationally recognized overnight courier to the addresses set forth herein.

**Clause 14 – 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. Any disputes arising hereunder shall be resolved exclusively in state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 15 – Entire Agreement**

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

**Clause 16 – Amendments**

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

**Clause 17 – Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions, which shall remain in full force and effect.

**Clause 18 – Waiver**

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

**Clause 19 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed

electronically with the same force and effect as an original signature.

**Clause 20 – Assignment**

Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, except to a successor in interest of the entire business and assets.

**COMMISSION AGENT'S SIGNATURE**

**PRINCIPAL'S SIGNATURE**

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

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

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