

SALES REPRESENTATIVE AGREEMENT

Location: _____ Effective Date: _____

Parties:

Company Name: _____

Company Address: _____

Representative Name: _____

Representative Address: _____

Recitals:

WHEREAS, Company is engaged in the business of manufacturing and/or selling the Products; WHEREAS, Representative desires to act as a non-exclusive sales representative for Company; WHEREAS, Company desires to appoint Representative to solicit orders for the Products on the terms and conditions set forth herein.

1. Appointment and Acceptance

Company hereby appoints Representative as its non-exclusive sales representative to solicit orders for the Products in the Territory defined herein, and Representative accepts such appointment subject to the terms and conditions of this Agreement.

2. Territory

The Representative's territory shall be the following geographic area(s):

_____. Company reserves the right to appoint other representatives or sell directly within the Territory.

3. Duties of Representative

Representative agrees to diligently and faithfully represent Company and to solicit orders for the Products in the Territory. Representative shall comply with all applicable laws and regulations and shall not make any representations, warranties, or agreements on behalf of Company except as expressly authorized.

4. Orders and Acceptance

All orders solicited by Representative are subject to acceptance by Company. Company shall have sole discretion to accept or reject any order. Representative shall promptly forward all orders to Company.

5. Compensation

Representative shall receive commissions on all accepted orders as follows: _____% of the net sales price of Products sold to customers procured by Representative. Commissions shall be paid within ____ days after Company receives payment from the customer.

6. Expenses

Representative shall be responsible for all expenses incurred in performing services under this Agreement unless otherwise agreed in writing by Company.

7. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon ____ days' written notice. Company may terminate immediately for cause, including breach of this Agreement by Representative.

8. Confidentiality

Representative agrees to keep confidential all proprietary and confidential information disclosed by Company and to use such information solely for purposes of performing under this Agreement.

9. Independent Contractor

Representative is an independent contractor and nothing herein shall be construed to create an employer-employee, partnership, or agency relationship between Company and Representative.

10. Non-Competition and Non-Solicitation

During the term of this Agreement and for ____ months thereafter, Representative shall not directly or indirectly compete with Company or solicit Company's customers or employees in the Territory.

11. Intellectual Property

Company retains all rights to its trademarks, trade names, patents, copyrights, and other intellectual property. Representative shall not use Company's intellectual property except as authorized.

12. Compliance with Laws

Representative shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performance of this Agreement.

13. Indemnification

Representative agrees to indemnify, defend, and hold harmless Company from any claims, damages, liabilities, costs, and expenses arising out of Representative's breach of this Agreement or negligence.

14. Limitation of Liability

In no event shall Company be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

15. Governing Law and Jurisdiction

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

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, and negotiations.

17. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

18. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed duly given when personally delivered, sent by certified mail return receipt requested, nationally recognized overnight courier, or electronic means with confirmation to the addresses set forth above or as later designated.

19. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. Waiver

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

21. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed by electronic signature which shall be deemed to have the same legal effect as an original signature.

COMPANY AUTHORIZED SIGNATURE

REPRESENTATIVE SIGNATURE

Signature: _____

Signature: _____

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