**Commission Agreement Template**

THIS Commission Agreement (“Agreement”) is being made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Principal”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“ the Agent”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ collectively referred to as “the Parties” and is made effective on this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

WHEREBY the Principal is involved in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Agent shall perform the below job duties and desires to sell the below described products:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Agent hereby agrees to sell the above-referenced product(s) for commission.

IN CONSIDERATION THEREOF, the Parties agree to the following:

**SECTION ONE.**

**AUTHORIZATION OF SALES**

The Agent agrees to identify him or herself as an authorized Agent of the Principal for the sale of the above product(s).

**SECTION TWO.**

**SCOPE OF SALES**

The Agent understands and agrees that they will abide by the below scope and parameters while selling the product(s).

2.1 The Principal agrees to deliver any and all promotional items used to acquire sales. Shall the Agent desire to use their own promotional materials; they must first obtain written approval from the Principal.

2.2 The price of the above-referenced products shall be determined and set by the Principal.

2.3 The Principal shall furnish a Sales Agreement template for use by the Agent engaged in all sales of the product(s).

**SECTION THREE.**

**SALES REGION**

The Parties understand and agree that the Agent will sell the product(s) in the below region (hereinafter referred to as the “Sales Region”).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Agency agrees not to sell the product(s) outside of the defined Sales Region.

**SECTION FOUR.**

**NON-COMPETE**

The Agent understands and agrees not to sell any product(s) for any competitor in direct competition with the Principal within the above Sales Region for \_\_\_\_ years after the termination of this commission agreement.

**SECTION FIVE.**

**EARNED COMMISSIONS AND PAYMENT STRUCTURE**

The Parties agree that the authorized Agent shall be compensated in the following fashion (“Commission”):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Principal shall compensate the Agent:

\_\_\_ Weekly

\_\_\_ Biweekly

\_\_\_ Monthly

\_\_\_Quarterly

\_\_\_ Other

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Principal agrees to reimburse the Agent for “out-of-pocket” expenses incurred by the Agency in accordance with the Principal’s policies and procedures.

**SECTION SIX.**

**DURATION AND TERMINATION**

This Agreement shall be effective on the date hereof and shall continue until terminated by either Party upon \_\_\_\_\_ business days written notice.

**SECTION SEVEN.**

**CONFIDENTIALITY AND PROPERTY RIGHTS**

Throughout the duration of this Commission Agreement, it may be necessary or the Principal to disclose protected information including, but not limited to, industry and trade secrets, propriety and confidential information to ensure the Agent can succu4ssfully sell the product(s). The Agent is not permitted to share or disclose such confidential information whatsoever without written permission from the Principal.

The Principal retains all of its intellectual property rights in and to its Confidential Information. Immediately upon a written request by the Principal at any time, the Agent will turn over to the Principal all Confidential Information of the Principal and all documents or media containing any Confidential Information of the Principal and any and all copies or extracts thereof.

Further, the Agent shall promptly return to the Principal all copies, whether in written, electronic, or other form or media, of the Principal’s Confidential Information, or destroy all such copies and certify in writing to the Principal that such Confidential Information has been destroyed. In addition, the Agent shall also destroy all copies of any Notes created by the Agent or its authorized Representatives and certify in writing to the Principal that such copies have been destroyed.

**SECTION EIGHT.**

**WARRANTIES AND REPRESENTATIONS**

The Parties to this Agreement fully represent that they are authorized to enter into this Commission Agreement. The obligations and performance of either the Principal or Agent shall not infringe upon or violate the rights of any third party or violate any other agreement between the Principal or Agent, any other individual, business entity, or formal organization, or interfere with any law and or governmental regulation.

**SECTION NINE.**

**SEVERABILITY**

In the event any part or provision of this Commission Agreement is deemed unenforceable or invalid, in part or in whole, that part shall be severed from the remainder of the Commission Agreement, and all other parts or provisions shall continue in full force and effect as valid and enforceable.

**SECTION TEN.**

**WAIVER**

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**SECTION ELEVEN.**

**NO ASSIGNMENT**

This Agreement shall inure to and be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

**SECTION TWELVE.**

**DISPUTE RESOLUTION**

Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The prevailing Party to the dispute will be able to recover its attorney’s fees and other reasonable costs for a dispute resolved by litigation or binding arbitration.

**SECTION THIRTEEN.**

**GOVERNING LAW AND JURISDICTION**

The laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall govern as to the interpretation, validity, and effect of this Agreement.

**SECTION FOURTEEN.**

**ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire Agreement of the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

**SECTION FIFTEEN.**

**COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**SECTION SIXTEEN.**

**ELECTRONIC SIGNATURES**

This Agreement and related documents entered into in connection with this Agreement are signed when a party’s signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

**SECTION SEVENTEEN.**

**MISCELLANEOUS**

This Agreement cannot be changed, modified, terminated, canceled, rescinded, or in any other way altered or negated unless the same is in writing and signed by the Party against whom enforcement of the change, modification, discharge, termination, cancellation, or rescission is sought.

It is agreed that all understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their understanding, and this Agreement has been entered into after full investigation and consideration, neither Party relying upon any statement or representation, not embodied in this Agreement, which may be claimed to have been made by any of the parties hereto.

IN WITNESS WHEREOF, the Principal and Agent have executed this Commission Agreement on the day and year first above written.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Principal’s Signature Agent’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Principal’s Printed Name Agent’s Printed Name

**Principal’s Contact Information: Agent’s Contact Information:**

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

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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