

# Agency Agreement Template



PandaTip: This Agency Agreement Template is designed to govern a situation where there is a company that offers products or services and wants to hire an agent to market and sell it on their behalf.

This Agency Agreement is entered into as of [DATE] by and between [COMPANY NAME] having its principal place of business located at [ADDRESS] (the “Company”) and [AGENT NAME] having its principal place of business located at [ADDRESS] (the “Agent”), both of whom agree to be bound by this Agreement.

WHEREAS, the Company offers customers certain products, as described on the document attached hereto as Exhibit A (the


Adapt this agency agreement template to hire an agent to market or sell your good or service.

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### About the author



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### Disclaimer

Nothing on this site shall be considered legal advice and no attorney-client relationship is established.

“Products”); and



PandaTip: As written, this Agency Agreement Template is in the context of a company offering a product, but if you want to modify it to reflect a company that sells a service, then it can easily be modified by doing a quick find and replace, replacing “Products” with “Services.”

WHEREAS, the Company and the Agent desire to enter into an agreement whereby the Agent will market and sell the Product according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Company and the Agent (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

ASSIGNMENT OF RIGHT. With certain limitations stated herein, the Company hereby authorizes the Agent the right to market and offer for sale the Products

according to the terms and limitations stated in this Agency Agreement.

The Agent shall only market and offer for sale the products within the Territory, as defined in this Agreement.

The Company reserves the right to add to or subtract from the list of Products authorized on Exhibit A attached hereto with notice to the Agent.



PandaTip: This is the key clause in the Agency Agreement that gives the Company’s agent the right to market the products or services. 1(b) allows the Company some flexibility in amending the scope of the products or services it allows the Agent to offer on its behalf.

**TERRITORY.** The Agent shall be authorized to market the Product in [TERRITORY] (the “Territory”).



PandaTip: Here you can define the geographic area in which the Agent will be allowed to market and sell the product or service. The scope of the Territory may be

as large or as restrictive as the Company deems appropriate. The next section is a very relevant consideration with regard to determining the relative expansiveness of the Territory.

**EXCLUSIVITY.** The Agent shall be the exclusive party authorized to market the Product within the Territory.



PandaTip: This section defines whether or not the Agent will be the sole party allowed to market the product or service within the territory. As written, it grants them such exclusivity. However, if you wanted to appoint multiple agents within a territory, you could swap in “Nothing in this Agreement grants the Agent the exclusive right to market the Products within the Territory.” Again, this is a relevant consideration to the previous paragraph – i.e., if the Territory is limited, the Company may want to give the Agent exclusivity.

**TRADEMARK RIGHTS.** The Agent agrees and acknowledges the following with regard to the Company’s trademark:

The Company is the sole and exclusive owner to all right, title and interest in “[COMPANY TRADEMARK]” or to any other trademarks associated with the Company (the “Company Trademarks”) which the Agent may utilize in performing the services herein.

The Company hereby grants to the Agent for the duration of this Agreement and subject to the limitations stated within this Agreement a non-exclusive, non-transferable, revocable right to use the Company Trademarks as necessary to market and offer for sale the Products within the Territory.



PandaTip: This section does two things: (1) reaffirm the Company's rights in its trademark and (2) clearly spell out the permission the Agent has to use the Company Trademarks in order to promote the products or services.

**AGENT  
RESPONSIBILITIES.** In marketing and offering

the Products for sale in  
the Territory, the Agent  
shall:

Act with diligence,  
devoting reasonable time  
and effort to fulfill the  
duties described herein;

Maintain reasonable  
technical and practical  
knowledge with regard to  
the Products;

Utilize promotional  
materials provided to the  
Agent by the Company  
for the purpose of  
marketing and selling the  
Products;

If requested by the  
Company, attend and  
participate in trade shows  
and conventions related to  
the Products;

Promptly respond to all  
communications by  
customers and the  
Company regarding the  
Products;

Reasonably assist the  
Company with regard to  
any and all collection  
matters as requested by  
the Company; and

Prepare and maintain any

reports and  
documentation, as  
requested by the  
Company.

COMMISSION. The  
Company shall pay to the  
Agent [PERCENTAGE]  
of all Net Product Sales  
directly from the Agent’s  
efforts. “Net Product  
Sales” shall be defined as  
the amount of sales  
revenue from any sales  
made by the Agent less  
any chargebacks, returns,  
or defaults by customers.

Should the Parties  
terminate this Agreement  
for any reason, the  
Company shall pay the  
Agent only for sales of  
the Products made prior to  
the termination date.

In the event that the Agent  
receives commission  
payments for orders that  
are subsequently  
refunded, charged back,  
or the Company otherwise  
fails to realize the income  
from such a sale, the  
Agent shall offset any  
future commissions paid  
by the amount by which  
the commissions actually  
paid would be reduced if  
the sales associated with

income the Company  
failed to realize were  
never completed.

Payments shall be made to  
the Agent on or before  
[TIME] for the  
[PERIOD].



PandaTip: With regard to  
6(c), the text should reflect  
(a) when payments are made  
and (b) for what time period –  
e.g., “...on or before the 10th  
of each month for the  
calendar month prior to the  
date such payment is made.”

CONFIDENTIALITY.

The Agent shall not  
disclose to any third party  
any details regarding the  
Company’s business,  
including, without  
limitation any information  
regarding any of the  
Company’s customer  
information, business  
plans, or price points (the  
“Confidential  
Information”), (ii) make  
copies of any Confidential  
Information or any  
content based on the  
concepts contained within  
the Confidential  
Information for personal  
use or for distribution  
unless requested to do so



by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.

Immediately upon termination of the relationship between the Company and the Agent, the Agent shall return to the Company any documents pertaining to the Company’s business or any of its trade secrets which are in the Agent’s possession.



PandaTip: This section aims to prohibit the Agent from disclosing any sensitive information and also ensure that the Agent returns to the Company any proprietary documentation that may contain such information, such as customer lists and price points.

**TERM AND TERMINATION.**

This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement in writing.

Upon such termination,

the Agent shall cease marketing and offering for sale the Products and shall continue to abide by the obligation refrain from sharing with any third party any of the Company's confidential information.

**INDEMNIFICATION.**

The Agent agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to any violation of the law, this Agreement, or the rights of any third party by the Agent while acting pursuant to this Agreement. Such costs include but are not limited to reasonable legal fees.



PandaTip: This section seeks to protect the Company from any harmful acts taken by the Agent while performing the duties under this Agency Agreement.

**NO MODIFICATION  
UNLESS IN WRITING.**  
No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [STATE] and subject to the exclusive jurisdiction of the federal and state courts located in [COUNTY], [STATE].

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[COMPANY NAME]

\_\_\_\_\_  
\_\_\_\_\_  
[NAME], [TITLE] DATE

[AGENT NAME]

\_\_\_\_\_  
\_\_\_\_\_  
[NAME], [TITLE] DATE