

YOUR COMPANY NAME & LOGO

BROKERAGE AGREEMENT SAMPLE / DRAFT

When fully executed by authorized representatives of the parties, the terms and conditions set forth below shall constitute the whole of an agreement between **<Your Corporate Name>**, (hereinafter called company name if different), address, city, state, zip, and **<Name of the Broker>**, (hereinafter called “Broker”, and shall become effective month / date/ year.

1. Scope of Agreement:
Broker will aggressively sell specified products of (company name) in accordance with (company name) authorized prices and published policies. All orders shall be subject to confirmation by (your company name).
2. Normal Brokerage:
Brokerage rate shall be (industry standard is 5%) on net amount of invoice on line of retail &/or foodservice products. There will be adjusted brokerage rates on chain account and proprietary products.
3. Payment of Brokerage:
Payment of brokerage will be computed on transactions in the calendar month and made after the closing thereof. No brokerage will be paid on uncollectable accounts. Brokerage will be deducted against all credits issued to any customer, spoilage excluded.
4. Incentives:
Bonus and incentives may supplement this Agreement for periods, under conditions, and at rates specified by (Your Company Name).
5. Stipulations:
No like competitive products will be accepted by Broker for his territory without prior clearance and written approval of (your company name). No competitor shall be consulted directly or counseled in any manner.
6. Split Brokerage:
In the event there are overlapping territories, the brokerage rate will be one-half to the Broker soliciting and submitting the order, and one-half to the Broker into whose territory the merchandise is shipped.

7. Broker Certification:
By executing this Agreement, Broker agrees that no part of brokerage paid would in any manner whatsoever be passed on or granted directly or indirectly to any customer, buyer, agent, or intermediary acting in behalf or under the control of any customer to whom merchandise was sold.
8. Broker and Buyer Harmless :
(your company name) agrees to hold the Broker and Buyer harmless from and against any claim made upon Seller as a result of, or injury from the use of any (your company name) products sold to Buyer pursuant to the terms hereto, provided (your company name) is promptly notified of such claim or injury and is permitted to deal therewith, at its own discretion.
9. Insurance:
(your company name) liability insurance coverage covers only employees and product quality. Broker is to adequately insure and cover his interest relating to his own employees.
10. Termination:
Either party with written notice of intent may terminate this Agreement. Termination shall be thirty days from date of such notice. Brokerage shall be earned and paid only on orders shipped and invoiced prior to the effective date of termination.
11. Other:
No other conditions are implied or included that may alter or enlarge this Agreement.
12. Territory Limitations:
Oklahoma &/or other specific geographic locations that Broker would represent your product line.

Your company name

Brokerage Name

Name & Title

Name & Title