**Sales Agency Agreement**

This sales agency agreement is entered into and deemed effective as of [Agreement.Date] between the following entities, collectively known as the “Parties”:

[Sender.FirstName] [Sender.LastName] (Company) and  
[Client.FirstName] [Client.LastName] (Sales Agency).

PandaTip: This sales agency agreement template is between a company who owns or manufactures goods and a third party who wishes to be allowed to sell those goods in a specific geographic region.

**Appointment and Authority**

The Company agrees to appoint the Sales Agency as a representative for the products and territories listed below. Furthermore, the Sales Agency is in acceptance of such appointment.

PandaTip: Because the Sales Agency is only authorized to sell the listed products in a specific region, it’s vital to clearly define that region. Use the template’s text field below to list the specific areas where such sales may be performed.

Source Code License Agreement Template1  
(Text Field)

**Commission**

PandaTip: The terms of this template grant all revenue from sales to your company, save for commissions to the Sales Agency. This section of the template defines the nature of those commissions as well as their method of calculation and payment.

Commissions due to the Sales Agency shall include all orders within the territory assigned regardless if the orders were solicited by the Sales Agency.

All commissions shall be computed based on the net sale total invoiced by the Company to the Customer.

All commission payments shall be made in US currency and will be subject to all government laws including taxes and withholdings.

The commission shall be earned upon the customer order date and will be due within 30 days of the invoices’ creation and product shipment.

Any unpaid dues occurring due to unpaid customer invoices may be charged back to the Sales Agency with prior notice and allowance for the Sales Agency to induce payment of said charges. If payment is received the, Sales Agency will be entitled to the compensations charged back.

A monthly earnings statement will be made available to the Sales Agency from the Company on the 15th of each month, which will be inclusive of any and all earnings, withholdings, and charge backs.

The Sales Agency will be allowed to audit and inspect the Company’s relevant accounts so as to verify all earnings.

This audit will be at the expense of the Sales Agency and shall not occur more than twice in any given twelve month period.

**Sale of Product**

PandaTip: This section of the sales agency agreement template outlines process and procedure for sales and post-sales activity, including quotes, support, and collection of unpaid dues by end users.

The Company shall provide an updated copy of all price lists, delivery schedules, as well as any terms and conditions related to the products or services being sold..

All quotes given by the Sales Agency shall reflect the above documents.

The Sales Agency will have no authority to offer discounts or any other pricing unless prior written consent has been obtained from the Company.

Additionally, the Company may change pricing, delivery costs, terms and conditions, or delivery schedules with 30 days prior notice to the Sales Agency. These changes will not affect any sales accepted prior to the notification date.

All quotes provided to customers must be submitted with invoicing and sales documentation for every order.

All orders shall be conducted in writing and submitted no later than 5 days from the customer’s order date.

All orders are subject to acceptance by the Company. The Sales Agency will have no authority to make acceptance or delivery promises to customers.

The Company will be responsible for any and all collection attempts but may request the assistance of the Sales Agency to cure such debts.

Any and all inquires that occur outside of the Sales Agency’s assigned territory shall be submitted to the Company in writing along with all original documents.

**Sales Agency Responsibilities**

PandaTip: This template clearly defines the sales agency’s responsibilities as they relate to this agreement. These responsibilities include attaining an annual quota, conducting advertising and other promotion activities, and providing pre-sales customer support.

Within 30 days of this sales agency agreement’s effective date, the Company may assign the Sales Agency with an annual quota considered fair and reasonable and will consider previous sales, the territory’s economic state, and any additional territory market situations.

The Sales Agency may, at their own expense, deploy advertising or sponsorship campaigns in the assigned territory.

The Sales Agency may, at its own expense, attend any industry trade shows as a representative of the Company.

The Sales Agency will be responsible for providing all customer service necessary or requested by clients prior to final submission of account documents to the Company.

Any product complaints shall be investigated by the Sales Agency and will be submitted to the Company immediately for their consideration.

The Sales Agency will be responsible for all costs and expenses incurred from conducting business within this sales agency agreement.

The Sales Agency shall not under any circumstances make any misleading or false representations regarding the products or Company in this sales agency agreement.

**Additional Company Requirements**

PandaTip: The template also lists your responsibilities as the provider of the goods being sold. These include offering training to the sales agency’s employees, providing sales and marketing collateral, and keeping the sales agency abreast of any changes or enhancements to the listed products.

The Company will provide any and all sales training needed for the Sales Agency as well as the Agency’s personnel periodically as deemed necessary.

When possible all training should take place at the Sales Agency’s headquarters.

Any government licenses or approvals needed must be obtained by the Sales Agency prior to entering into this Sales Agency Agreement.

The Company shall, at their sole expense, provide the Sales Agency with all marketing and technical information concerning the products.

The Company shall provide delivery based on commitments to the best of its ability at all times.

Any product developments or enhancements to the product shall be delivered to the Sales Agency no later than 5 days of the release of such.

**Trademarks**

During this sales agency agreement’s term the Sales Agency shall have rights to represent the products within the designated territory including those products under trademark, copyright, or trade name of the Company.

The Sales Agency will under no condition remove or alter any trademarks listed on the product by the Company.

**Confidentiality**

PandaTip: The confidentiality section of this template protects your intellectual property and other confidential information from being sold, shared, or otherwise distributed by the Sales Agency without your consent.

The Sales Agency understands they may gain knowledge to certain information or materials that are of high value to the Company.

Information of high value may not be disclosed to third parties under any circumstances during the term of this sales agency agreement.

All information marked confidential by the Company will remain as so unless prior written consent from the Company has been obtained.

**Indemnification**

It is and will remain the Company’s sole responsibility to develop, design, and produce all of its products as well as all patents and trade names owned by the Company.

The Company agrees to hold the Sales Agency harmless against as well as pay any and all claims, losses, fees or damages that may result from the infringement of the Company’s patents, trade names, or products.

Furthermore, the Company will indemnify the Sales Agency with regard to any and all costs arising from warranty claims, product liability claims, or negligence claims.

If the Sales Agency shall receive any notices with regard to any proceedings occurring from the above instances such notices shall be delivered to the Company and the Company shall defend any such litigation.

**Term and Termination**

**Term**

This sales agency agreement shall remain in full force for a period of 2 years from the agreement date.

Upon the termination date this agreement shall remain in effect for an additional 3 year term unless a request for termination is received by either party.

**Termination**

PandaTip: This template grants you the right to terminate this sales agency agreement for any of the below-listed reasons.

This agreement may be terminated under any of the following conditions:

* Failure to meet quota requirements
* Either parties filing for bankruptcy
* Any breach of the conditions listed that is not cured within 30 days of notice
* Upon either party’s conviction of a crime or action that impacts the performance and ability to abide by the agreement terms

**Notices**

Any and all notifications with regard to this sales agency agreement shall be delivered in person or via certified letter to the following addresses.

Company  
(Address)

Sales Agency  
(Address)

**Assignment**

Both parties agree not to transfer this agreement or any obligations pertaining to this agreement without prior written consent.

**Compliance with Law**

Both parties agree to comply with all governmental laws and regulations applicable to [Company.State].

Any legal proceedings regarding to this sales agency agreement will be conducted in the [Company.State] furthermore both parties agree to seek mediation prior to making any legal actions.

**Property Rights**

PandaTip: Although the Sales Agency is authorized to promote, sell, and support your goods, they are not granted ownership of those goods and are expected to act as such at all times.

The Sales Agency understands and agrees the Company is the rightful owner of any and all titles, rights, interest, and products included in this agreement.

The Sales Agency will be permitted to use the products in accordance with this agreement and upon termination will relinquish any rights obtained.

**Modification**

In the event any modifications or changes or required to this agreement while in effect, such changes must be submitted in writing and approved by both parties prior to changes coming into effect.

**Entirety**

This agreement and all its entirety shall constitute as the entire agreement between the parties. This agreement supersedes any and all previous agreements whether oral or written between the parties.

**Acceptance**

PandaTip: You and your counterpart at the sales agency can use the fields below to electronically sign this sales agency agreement template.

By signing below, both parties acknowledge and agree to all the terms and conditions set forth within this sales agency agreement.

Company  
  
(Signature)

Agent  
  
(Signature)