

SALES COMMISSION AGREEMENT LETTER

Location: _____ Date: _____

Principal (Seller) Information:

Full Legal Name: _____

Business or Individual: _____

Address: _____

Phone / Email: _____

Agent Information:

Full Legal Name: _____

Business or Individual: _____

Address: _____

Phone / Email: _____

Subject of Agreement:

This Sales Commission Agreement Letter (the “Agreement”) is entered into by and between the Principal and the Agent named above. The Agent is hereby appointed as the exclusive/non-exclusive sales agent (select as applicable) for the purpose of selling the Principal's products and/or services as described herein.

1. Appointment and Authority:

The Principal appoints the Agent to solicit offers and conclude sales contracts on behalf of the Principal for the products/services described herein. The Agent shall have no authority to bind the Principal to any contract or obligation except as expressly authorized in writing. The Agent agrees to act diligently and in good faith to promote the sales of the Principal's products/services.

2. Commission and Payment Terms:

The Principal agrees to pay the Agent a commission of _____% of the net sales price (exclusive of taxes, shipping, and handling) for all sales secured by the Agent. Commission shall be payable within ____ days following receipt of payment from the customer. The Agent shall submit monthly statements detailing sales and commissions due. No commission shall be paid on sales canceled or not collected by the Principal.

3. Term and Termination:

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party upon thirty (30) days written notice. Termination shall not affect accrued rights to commissions on sales made prior to termination. Termination for cause may be immediate upon written notice in the event of a material breach, insolvency, or misconduct.

4. Confidentiality:

The Agent agrees to keep confidential and not disclose any proprietary or confidential information of the Principal obtained during the term of this Agreement, except as required to perform duties hereunder or as required by law. This obligation shall survive termination of this Agreement.

5. Independent Contractor:

The Agent is engaged as an independent contractor, and nothing herein shall be construed to create a partnership, joint venture, or employer-employee relationship. The Agent shall not have authority to incur obligations or liabilities on behalf of the Principal.

6. Compliance with Laws:

The Agent agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of duties under this Agreement, including but not limited to laws related to anti-corruption, anti-bribery, and fair competition.

7. Indemnification:

The Agent agrees to indemnify, defend, and hold harmless the Principal and its affiliates from any claims, damages, liabilities, costs, or expenses arising out of any breach of this Agreement, negligence, or willful misconduct by the Agent.

8. Limitation of Liability:

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages.

9. Governing Law and Venue:

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

10. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements, representations, and understandings. This Agreement may only be amended or modified by a written instrument signed by both parties.

11. Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced with a valid provision that most closely approximates the intent of the invalid provision.

12. Notices:

All notices and communications under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail return receipt requested, nationally recognized overnight courier, or by electronic transmission with confirmation, to the addresses set forth above or as otherwise designated by written notice.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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