

DO NOT USE WITHOUT
CONSULTING YOUR ATTORNEY.
LAWS AND CUSTOMS VARY.

TO BE USED BY MANUFACTURER
AND SINGLE-PERSON AGENCY
SPECIMEN ONLY

This publication is designed to provide sample information in regard to the subject matter covered. It is furnished with the understanding that the publisher, MANA, is not engaged in rendering legal, accounting, or other professional service. The services of a competent professional legal and accounting person should be sought.

SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT is made on the date shown below by and between _____

_____ (“PRINCIPAL”) and _____ (“REPRESENTATIVE”).

1. Exclusive Representative. Principal grants to Representative the exclusive right (to the exclusion of Principal and all claiming under or through Principal), to act as Principal's SALES AGENCY, to solicit orders for the Principal's goods and services (“Product”), within the following geographical area: _____

_____ (“Territory”).

2. Sales Policies. The prices, charges and terms of sale of the products (“Sales Policies”) shall be established by the Principal. The Sales Policies shall be those currently in effect and established from time to time by the Principal in its price books, bulletins, and other authorized releases. Written notice of each Sales Policy change shall be given by Principal to Representative at least thirty (30) days in advance of such change.

3. Orders and Collections. Orders for products solicited by Representative shall be forwarded to and subject to acceptance by Principal. The Principal agrees to refer all inquiries to the Representative and to promptly furnish the Representative with copies of all correspondence and documentation between the Company and Customer. All invoices in connection with orders solicited by Representative shall be rendered by Principal, direct to the customer, and full responsibility for all products, services, collections and bad debts rests with Principal.

4. Relationship Created. Representative is not an employee of Principal for any purpose whatsoever, but is an independent contractor. Principal is interested only in the results obtained by Representative, who shall have sole control of the manner and means of performing under this Agreement. Principal shall not have the right to require Representative to do anything which would jeopardize the relationship of independent contractor between Principal and Representative. All expenses and disbursements incurred by Representative in connection with this Agreement shall be borne wholly and completely by Representative. Representative does not have, nor shall Representative hold Representative out as having any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Principal, unless Principal shall consent thereto in writing. Designation by Representative as “Sales Agent” or “Sales Agency” shall not expand the limited authority to conduct “Sales” activities granted under this Agreement. Representative shall have the right to appoint and shall be solely responsible for Representative's own salespersons, employees, agents and representatives, who shall be at Representative's own risk, expense and supervision and shall not have any claim against Principal for compensation or reimbursement. Unless expressly permitted in writing, Representative shall not represent products which directly compete with the Products of Principal during the existence of this contract relationship.

5. Representative's Commissions. The commissions payable by Principal to Representative on orders solicited within or delivered to the Territory shall be _____ (“Commission Rate”). Commissions shall be deemed earned by Representative upon acceptance or delivery of the order or any part thereof by