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Sales Representative Agreement

This Agreement, dated as of _____, 20XX (the "Effective Date"), is made and entered into by and between Company Name, Inc., a Washington corporation ("Company Name") and the undersigned Sales Representative ("Representative"). Company Name and Representative agree as follows:

Section 1. Definitions

Whenever used in this Agreement, the following terms will have the following specified meanings:

"Commission" is defined in paragraph 4.1.

"Customer" means any Person located in the Territory who subscribes or acquires any Product from Representative under this Agreement for his, her, or its own use and not for resale or distribution to any third party.

"Equipment" means any hardware provided by Company Name or its subcontractors to Representative or Customer for utilization of the Company Name Products.

"Person" means any individual, corporation, partnership, trust, association, governmental authority, individual, or other legal entity.

"Products" means the Company Name products and services specified in the attached Exhibit A and such other products and services as Company Name may add to Exhibit A periodically during the Term.

"Sale" means a completed transaction with any Customer located in the Territory resulting from Marketing by Representative, which transaction will be deemed to occur only upon:
(a) execution during the Term by Customer of an order (e.g., subscription agreement) accepted by Company Name for the Products; (b) the satisfaction or removal of all contingencies or conditions which could result in the termination, cancellation or rescission of the order or subscription; (c) the full initial payment required from Customer for receipt of Products received by Company Name; and (d) the installation of Equipment and delivery of such Products to the Customer during or within ninety (90) days after the end of the Term.

"Marketing" means the procurement of Sales and other efforts to be performed by Representative for Company Name under this Agreement.

"Representative Principal" means the majority or sole owner or shareholder of Representative where Representative is an entity other than an individual or sole proprietor.

"Term" means the term of this Agreement as specified in Section 6.

"Territory" means that geographic area described in Exhibit C.

"**Trademarks**" means the trademarks, service marks, trade dress, trade names, corporate names, proprietary logos or indicia and other source or business identifiers of Company Name as set forth in the attached Exhibit A.

Section 2. Authority of Representative

2.1 Appointment. Subject to the terms and conditions of this Agreement, Company Name hereby appoints Representative as a non-exclusive sales representative to solicit Sales of the Products during the Term from Customers located in the Territory. Representative will not solicit Sales from any Person located outside the Territory without the prior written consent of Company Name. Company Name and its affiliates reserve the right to appoint other sales representatives to solicit Sales of the Products in and outside the Territory and to directly solicit Sales of the Products from any Person located in or outside the Territory.

2.2 Independent Contractor. Representative is an independent contractor, not an employee, agent, franchisee, partner, dealer, distributor or reseller of Company Name. Without limiting the generality of the foregoing, Representative will not represent or hold itself out as an employee, agent, franchisee, partner, dealer, distributor or reseller of Company Name. Representative will pay all costs associated with performing the Marketing, including but not limited to all taxes applicable to or arising from the performance of the Representative or the compensation paid to Representative under this Agreement. This Agreement will not be interpreted or construed as creating or evidencing any association, joint venture, or partnership between the parties or as imposing any partnership obligation or liability on any party.

2.3 Prices and Promotional Materials. Company Name will furnish Representative with current prices and terms for the Products. Company Name will have exclusive control of and may at any time change the price and terms of sale and subscription for any Product. Company Name will endeavor to give Representative at least thirty (30) days' prior written notice of any increase in prices. Company Name will furnish Representative with such promotional literature, price lists, order forms, data, Product information, and other items as Company Name deems appropriate for Representative's performance of the Marketing. Representative will use such items only for performance of the Representative.

2.4 Acceptance of Orders. All orders and other offers to purchase Products solicited or received by Representative will be subject to written acceptance by Company Name. Company Name shall have the right in its sole discretion to accept or reject all or part of any order(s) for units of the Products solicited or received by Representative for any reason within thirty (30) days of receipt by Company Name of the subscription agreement or proposed subscription agreement with Customer.

2.5 Authority. Representative will have authority to receive the initial payment or credit/debit information for Company Name. Representative will require all payments by Customer received by Representative to be payable only to Company Name. Thenceforth, Company Name will invoice all Customers directly. Representative will instruct all Customers with whom it deals to make all further payments to Company Name as provided in the subscription agreement. If Representative receives any payment from any Customer or otherwise for Company Name, Representative will, within five (5) days, forward the payment to Company Name in the same form in which it is received by Representative. Other than as Company Name may direct in writing, Representative will not have any authority to accept the cancellation or return of, or to make any allowances for, any Products sold.

2.6 Equipment. Any Equipment provided to Representative or Customers shall remain the property of Company Name unless otherwise provided in writing or invoice signed by Company Name.

2.7 Support. Representative shall have no obligation for installation, use, or support of Products by Customers but may provide such other products and services to Customers as they may request that are not Products otherwise available from Company Name, except as otherwise provided in this Agreement including without limitation Section 5.6.

2.8 Feasibility of Installation. Company Name reserves the right to notify Representative and/or Customer that installation is not feasible due to technological, geographical, or other limitations in the sole discretion of Company Name. Company Name may periodically provide guidelines to Representative as to when or where installation is not feasible in the Territory.

Section 3. Representative Services

3.1 Representative will use its best efforts to actively promote Sales of the Products by contacting potential Customers in the Territory. Representative will make available to such potential Customers promotional literature, quotations, order forms, order terms and conditions, data, information and other items furnished by Company Name to assist Representative's promotion of such Sales. Representative will not use any other promotional or marketing materials in connection with the Products without the prior written approval of Company Name.

3.2 Representative will solicit offers to purchase the Products only for such prices and upon such terms as are established from time to time by Company Name. Representative will make no representations regarding the performance, functional characteristics, or other aspects of the Products beyond those stated in Company Name's promotional materials. Representative will not quote, without Company Name's prior written approval, price or delivery terms for any Product contrary to Company Name's then-current policy concerning the same. Representative will promptly send to Company Name a copy of each offer received by Representative from a Customer (e.g., subscription agreement) to purchase any Product.

3.3 Representative will attend and display or otherwise promote Sales of the Products at trade conventions, fairs, or meetings attended by potential Customers and perform such additional special promotional services as mutually agreed upon.

3.4 Representative will advise Customer on how to contact Company Name or its agents regarding the installation, use, and support of the Products as necessary. Company Name will provide reasonable means for Customers to contact Company Name in such cases and notify Representative of how Customers may contact Company Name customer service.

3.5 Representative will report to Company Name all complaints from Customers to Representative in the Territory about the Products sold to Customers in the Territory. Representative will promptly notify Company Name of all such complaints and direct Customers to Company Name for action in response to such complaints. In handling any complaint, Representative will use its best efforts to maintain and promote good public relations for Company Name.

3.6 Reports and Meetings. If requested by Company Name, Representative will provide Company Name with a written report describing the marketing activities performed and prospective Customers contacted by Representative. Such reports will also describe the marketing