

SALES REPRESENTATIVE AGREEMENT

Agreement between _____ (Company) and
_____ (Sales Representative).

Sales Representative agrees to:

1. Represent and sell the Company's [*check all that apply:*] _____ products _____ services,
specifically described as _____

- in the geographic area of _____.
2. Accurately represent and state Company policies to all potential and present customers.
3. Promptly mail in all leads and orders to the Company.
4. Inform the sales manager of all problems concerning Company customers within the sales territory.
5. Inform the sales manager if the Sales Representative is representing, or plans to represent any other business firm. In no event shall sales representative represent a competitive company or product line either within or outside the designated sales area.
6. Maintain contact with the Company via telephone, e-mail, or other agreed upon means of communication with reasonable frequency to discuss sales activity within the territory.
7. Provide company 30-days notice should the Representative intend to terminate this agreement.
8. Return promptly all materials and samples provided by the Company to the Representative, if either party terminates this agreement.

The Company agrees to:

1. Pay the following commissions to the Sales Representative:
 - (a) _____ percent of all prepaid sales, except as stated below.
 - (b) _____ percent of all credit sales, except as stated below.

Except by special arrangement, the following shall not be commissioned:

_____.

2. Negotiate in advance of sale the commission's percentage to be paid on all orders that the Company allows a quantity discount or other trade concession.
3. Provide the Sales Representative with reasonable quantities of business cards, brochures, catalogs, and any product samples required for sales purposes.
4. Set minimum monthly quotas after consultation with the Sales Representative.

5. Grant Representative 30-days' notice should the Company wish to terminate this agreement.

6. Pay commissions to the Representative on sales from existing customers for a period of _____ (____) months after this agreement is terminated by either party.

In addition, both Parties agree:

Commissions on refunds to customers or merchandise returned by the customer in which a commission has already been paid to the Representative shall be deducted from future commissions to be paid to the Representative by the Company.

This constitutes the entire agreement.

This agreement shall be binding upon the parties and their successors and assigns.

Signed this _____ day of _____, 20____.

COMPANY:

SALES REPRESENTATIVE:

Signature

Signature

Print Name

Print Name