

**Agency Agreement:** Establishes an agent-principal relationship

## Agency Agreement

**Effective Date:** [Date]

**Between:**

**Principal:** [Principal's Full Name], located at [Principal's Address].

**Agent:** [Agent's Full Name], located at [Agent's Address].

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### 1. Appointment of Agent

- **1.1** The Principal hereby appoints the Agent as its [exclusive/non-exclusive] agent to perform the services described herein.
- **1.2** The Agent accepts the appointment and agrees to act on behalf of the Principal in accordance with the terms of this Agreement.

### 2. Scope of Authority

- **2.1** The Agent is authorized to:
  - **a.** [Describe specific tasks or transactions the Agent is authorized to perform.]
  - **b.** Enter into agreements on behalf of the Principal within the scope defined.
- **2.2** The Agent shall not:
  - **a.** Exceed the authority granted without prior written consent from the Principal.
  - **b.** Bind the Principal to any obligations outside the scope of this Agreement.

### 3. Duties and Obligations of the Agent

The Agent agrees to:

- **3.1** Act loyally and in good faith in the best interests of the Principal.
- **3.2** Comply with all lawful instructions provided by the Principal.
- **3.3** Exercise due care and diligence in performing the services.
- **3.4** Keep the Principal informed of all material matters relating to the agency.
- **3.5** Maintain accurate records of all transactions conducted on behalf of the Principal.

### 4. Duties and Obligations of the Principal

The Principal agrees to:

- **4.1** Provide the Agent with the necessary information and resources to perform the services.

- **4.2** Compensate the Agent as outlined in Section 5.
- **4.3** Indemnify the Agent against any losses or liabilities incurred while acting within the scope of authority.

## 5. Compensation

- **5.1** The Agent shall be compensated as follows:
  - **a. Commission:** [Percentage]% of [sales/profits] generated.
  - **b. Fixed Fee:** A fee of [Amount] USD payable [monthly/quarterly/upon completion].
- **5.2** Payment Terms:
  - Payments shall be made within [Number] days after receipt of an invoice from the Agent.
  - Late payments shall incur interest at [Interest Rate]% per annum.

## 6. Term and Termination

- **6.1 Term:** This Agreement shall commence on the Effective Date and continue until [End Date], unless terminated earlier as provided herein.
- **6.2 Termination:**
  - **a.** Either party may terminate this Agreement with [Number] days' written notice.
  - **b.** Immediate termination upon breach of any material term of this Agreement by the other party.
- **6.3 Effects of Termination:**
  - **a.** The Agent shall cease all activities on behalf of the Principal.
  - **b.** The Principal shall pay the Agent all compensation due up to the termination date.
  - **c.** Both parties shall return any confidential information or property belonging to the other party.

## 7. Confidentiality

- **7.1** Both parties agree to keep confidential all proprietary and sensitive information obtained during the term of this Agreement.
- **7.2** Confidential information shall not be disclosed to any third parties without prior written consent.
- **7.3** This obligation shall survive the termination of this Agreement.

## 8. Intellectual Property

- **8.1** Any intellectual property developed by the Agent in the course of performing the services shall be the property of the Principal.
- **8.2** The Agent is granted a limited license to use the Principal's trademarks and logos solely for the purpose of fulfilling their duties under this Agreement.

## 9. Representations and Warranties

- **9.1 Agent's Warranties:**
  - a. Has the necessary skills and expertise to perform the services.
  - b. Will perform the services in compliance with all applicable laws and regulations.
- **9.2 Principal's Warranties:**
  - a. Has the legal authority to enter into this Agreement.
  - b. Will provide accurate information necessary for the Agent to perform the services.

## **10. Indemnification**

- **10.1** Each party agrees to indemnify and hold harmless the other party from any claims, losses, or damages arising out of:
  - a. Any breach of this Agreement.
  - b. Negligent or wrongful acts or omissions.

## **11. Limitation of Liability**

- **11.1** Neither party shall be liable for any indirect, incidental, or consequential damages arising from this Agreement.
- **11.2** The total liability of either party shall not exceed the total compensation paid under this Agreement.

## **12. Compliance with Laws**

- **12.1** Both parties agree to comply with all applicable federal, state, and local laws and regulations in the performance of their obligations.

## **13. Dispute Resolution**

- **13.1** Any disputes arising under this Agreement shall be resolved through [mediation/arbitration/litigation] in accordance with the laws of [State/Country].
- **13.2** The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

## **14. Governing Law**

- **14.1** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.

## **15. Notices**

- **15.1** All notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above.
- **15.2** Notices shall be deemed received:
  - a. When delivered personally.

- **b.** Three (3) days after being sent by certified or registered mail.
- **c.** Upon confirmation of receipt if sent by email or fax.

**16. Assignment**

- **16.1** Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

**17. Amendments**

- **17.1** Any modifications or amendments to this Agreement must be made in writing and signed by both parties.

**18. Entire Agreement**

- **18.1** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

**19. Severability**

- **19.1** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the parties have executed this Agency Agreement as of the Effective Date.

**Principal**

Signature: \_\_\_\_\_

Name: [Principal's Full Name]

Title: [Title, if applicable]

Date: \_\_\_\_\_

**Agent**

Signature: \_\_\_\_\_

Name: [Agent's Full Name]

Title: [Title, if applicable]

Date: \_\_\_\_\_

