

Agency Agreement

This Agency Agreement (“Agreement”) dated on this __ day of _____, 20__ (the “Effective Date”) is made between _____ (the “Principal”) of _____ and _____ (the “Agent”), of _____, for the purpose of setting forth the exclusive terms and conditions by which the Principal desires to appoint the Agent to be its representative to perform certain Services defined in this Agreement on behalf of the Principal.

WHEREBY the Principal is involved in the business of _____.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

Scope of Services. The Principal retains the above-named Agent, and the Agent agrees to perform for the Principal the services set forth in **Exhibit A** to this Agreement (the “Services”). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services agreed to by the Parties.

The Principal appoints the Agent as the Principal’s Agent to perform the Services detailed in this agreement on behalf of the Principal.

Agent’s Authority. The Agent’s authority to bind the Principal is limited to the Services detailed in this Agreement. The Agent is not authorized to bind the Principal in any way whatsoever beyond the scope of the Services defined herein.

Compensation. In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Principal (as determined by the Principal), the Principal shall provide the Agency compensation as follows:

The Agency will invoice the Principal on the ____ day of each month. The invoice will include any and all services performed under this Agreement as well as any pre-approved expenses.

Payment will be due within ____ days of the invoice date. A late charge of \$ _____ per month will be added to any invoice not paid on time.

Payments must be made to the Agency by credit card, money order, check, or any other approved method of payment accepted by the Agency.

Payments must be mailed to:

Expenses. From time to time throughout the duration of this Agency Agreement, the Agent may incur certain expenses that are not included as part of the Fee for the Services to this Agreement.

The Agent agrees to keep an exact record of any and all expenses acquired while performing the Services. The Agent will submit an invoice itemizing each expense, along with proof of purchase and receipt, every _____ days upon completion of such Services.

If any one expense is over \$_____, the Agent agrees to obtain the Principal's written consent before making the purchase.

Invoice Disputes. The Principal shall notify the Agent in writing of any dispute with an invoice along with any substantiating documentation or a reasonably detailed description of the dispute within _____ Business Days from the date of the Principal's receipt of such invoice subject to dispute.

Principal will be deemed to have accepted all invoices for which the Agent does not receive timely notification of a dispute and shall pay all undisputed amounts due under such invoices within the period set forth in this Agreement. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

Relationship of the Parties. Nothing in this Agency Agreement shall constitute to create an employer-employee relationship between the Principal and the Agent.

Termination. This Agreement may be terminated at any time by mutual agreement by the Principal and the Agency

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon _____ business days written notice.

The Principal understands that the Agency may terminate this agreement at any time if the Principal fails to pay for the Services provided under this Agreement or if the Principal breaches any other material provision listed in this Agreement the Principal agrees to pay any outstanding balances within _____ days of termination.

Time is of the Essence. The Agency hereby understands and acknowledges that time is of the essence with respect to the Agency's obligations defined in this Agreement and that prompt and timely performance of all such obligations is strictly required.

Confidentiality. Throughout the duration of this Agreement, it may be necessary for the Agent to have access to the Principal's confidential and protected information for the sole purpose of performing the Services subject to this Agreement.

The Agent is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Principal. The Agent's obligation of confidentiality will survive the termination of this Agency Agreement and stay in place indefinitely.

Return of Property. The Agent shall promptly return to the Principal all copies, whether in written, electronic, or other form or media, of the Principal's Confidential Information, or destroy all such copies and certify in writing to the Principal that such Confidential Information has been destroyed. In addition, the Agent shall also destroy all copies of any Notes created by the Agent or its authorized Representatives and certify in writing to the Principal that such copies have been destroyed.

Intellectual Property. All Intellectual Property and related materials, including but not limited to, moral rights, goodwill, trade secrets, applications for registrations or relevant registration, rights to any

trademark, trade dress, patent, copyright, trade name, and industrial design (“Intellectual Property”) that is produced or developed under this Agency Agreement. The Agent understands that the aforementioned is a “work for hire” and shall be the sole property of the Principal. The Principal’s use of the Intellectual Property shall not be restricted in any manner.

The Agent may not use the Principal’s Intellectual Property for any purpose other than contracted for in this Agency Agreement unless the Agent has written consent from the Principal. The Agent shall be responsible for any damages resulting from any unauthorized use of the Principal’s intellectual property.

Warranties and Representations. The Parties to this Agreement fully represent that they are authorized to enter into this Agency Agreement. The obligations and performance of either the Principal or Agent shall not infringe upon or violate the rights of any third party or violate any other agreement between the Principal or Agent, any other individual, business entity, or formal organization, or interfere with any law and or governmental regulation.

Indemnification and Release. The Parties both agree to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless the other Party, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney’s fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the other Party and the other Party’s employees in the performance or failure to fulfill any Services or obligations under this Agreement. This obligation survives the termination of this contract.

Notice. All notices or requests required or contemplated by this Agreement shall be in writing and such notice shall be delivered as follows:

(a) if from the Principal to the Agency shall be hand-delivered or mailed to:

or such other address as the Principal Shall specify in written notice to the Agency

(b) if from the Agency to the Principal, shall be hand-delivered or mailed to:

or such other address as the Agency shall specify in written notice to the Principal.

No Exclusivity. The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agrees that they are free to enter into other similar Agreements with other parties.

Dispute Resolution Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of _____.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of _____.

The prevailing Party to the dispute will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by litigation or binding arbitration.

Governing Law. The laws of the State of _____ shall govern as to the interpretation, validity, and effect of this Agreement.

Force Majeure. The Agency and any of its employees or agents shall not be in breach of this Agreement for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Agency.

Legal Fees. Should a dispute between the named Parties arise that lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

Further Assurances. Upon a party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

Severability. In the event any part or provision of this Agency Agreement is deemed unenforceable or invalid, in part or in whole, that part shall be severed from the remainder of the Agency Agreement, and all other parts or provisions shall continue in full force and effect as valid and enforceable.

Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

No Assignment. This Agreement shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

Entire Agreement. This Agreement constitutes the sole and entire Agreement of the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

IN WITNESS WHEREOF, the Principal and Agent have executed this Agency Agreement on the day and year first above written.

Dated: _____

Dated: _____

Principal's Signature

Agent's Signature

Principal's Printed Name

Agent's Printed Name

Principal's Contact Information:

Agent's Contact Information:

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email Address: _____

Email Address: _____

EXHIBIT A

SERVICE(S)

The Agency agrees to provide the following service(s):

The Agency is entitled to reimbursement of the following expenses incurred while performing such Service(s):

*The Agency agrees that any expense not listed must be pre-approved by the Principal. The Agency agrees to provide any receipts of any other related document to such expenses.

Other:
