

# LANCE SALES REPRESENTATIVE AGREEMENT

Location: \_\_\_\_\_ Agreement Date: \_\_\_\_\_

## Parties:

This Sales Representative Agreement (the "Agreement") is entered into by and between:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Representative Full Name: \_\_\_\_\_

Representative Address: \_\_\_\_\_

## 1. Appointment

Company hereby appoints Representative as its non-exclusive sales representative to promote and solicit orders for Company's products in the defined territory subject to the terms and conditions of this Agreement. Representative accepts such appointment and agrees to use best efforts to promote sales.

## 2. Territory and Products

The territory covered by this Agreement shall be: \_\_\_\_\_. The products covered by this Agreement shall be those manufactured or supplied by Company and designated for sale by Representative.

## 3. Duties and Responsibilities

Representative shall diligently and faithfully represent and promote the products; comply with all Company policies; promptly communicate all inquiries and orders; and not make unauthorized representations or warranties.

Representative shall maintain complete and accurate records of sales activities and submit reports as requested.

## 4. Compensation

Company agrees to pay Representative commissions as follows: \_\_\_\_\_. Commissions shall be calculated based on net sales and paid monthly following receipt of payment by Company from customers. No commissions shall be paid on returned or unpaid goods.

## 5. Term and Termination

This Agreement shall commence on the date set forth above and continue until terminated by either party with thirty (30) days written notice. Company may terminate immediately for cause including breach of this Agreement, misconduct, or insolvency.

## 6. Independent Contractor

Representative is an independent contractor and not an employee, partner, or agent of Company. Representative has no authority to bind Company or make contracts on its behalf except as expressly authorized.

## 7. Confidentiality

Representative agrees to maintain the confidentiality of all proprietary, confidential, or trade secret information obtained during the term of this Agreement and shall not disclose to third parties without prior written consent of Company. This obligation survives termination.

#### **8. Compliance with Laws**

Representative agrees to comply with all applicable federal, state, and local laws and regulations in the performance of its duties, including but not limited to anti-bribery laws and fair competition rules.

#### **9. Indemnification**

Representative shall indemnify, defend, and hold Company harmless from any claims, damages, liabilities, or expenses arising from Representative's breach of this Agreement or negligent or willful misconduct.

#### **10. Limitation of Liability**

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **11. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. Any disputes shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **12. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. No amendment shall be effective unless in writing signed by both parties.

#### **13. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, overnight courier, or email (with confirmation) to the addresses set forth above or as otherwise specified in writing by the parties.

#### **14. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

#### **15. Waiver**

No waiver by either party of any breach or default shall constitute a waiver of any other or subsequent breach or default. All waivers must be in writing to be effective.

**16. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically in PDF or similar format shall be deemed original signatures.

**COMPANY AUTHORIZED SIGNATURE**

**REPRESENTATIVE SIGNATURE**

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

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

Name (Printed): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

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