

APPOINTMENT OF INDEPENDENT SALES REPRESENTATIVE

This agreement is entered into by and between _____
(the "Agent") and _____
(the "Company"). It is agreed by the Agent and the Company as follows:

1. The Company has appointed the Agent as its representative for the sale of _____ in the following territory: _____. The territory may be changed from time to time upon agreement by the Company and the Agent. The Agent agrees to use his or her best efforts in the sale of such in the territory assigned.

2. The term of Agent's appointment shall begin on _____, and may be ended by the Agent or by the Company at any time and for any reason.

3. All sales made by the Agent shall be at prices and terms set by the Company, and no sales contracts shall be valid until accepted by a duly authorized officer of the Company.

4. The Agent's compensation and benefits during the term of this agreement shall be as stated in this paragraph, and may be adjusted from time to time by the Company. The Company shall pay the Agent a commission of _____% based on the net selling price of the goods actually received by the Company. In the event part or all of the purchase price is refunded to the purchaser for any reason, the Agent's commission based on such amounts refunded shall be returned by the Agent to the Company or deducted by the Company from the Agent's future commissions. The Company shall not be liable to the Agent for commissions on orders unfilled by the Company for any reason. In addition to the commissions provided for in this agreement, the Agent shall receive _____.

5. The Company shall reimburse the Agent for expenses according to a schedule published from time to time by the Company.

6. The parties agree that no employer-employee relationship is created by this agreement, but the relationship of the Agent to the Company shall be that of an independent contractor.

7. This agreement shall be governed by the laws of _____. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

8. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF the parties have signed this agreement under seal on

_____.

Company:

Agent:
