

COMMISSION AGREEMENT

1. **THE PARTIES.** This Commission Agreement ("Agreement") is made and entered into on _____, by and between:

Principal: _____, with a mailing address of _____
_____ (“Principal”), and

Representative: _____, with a mailing address of _____ (“Representative”).

The Principal and the Representative are referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

2. **PRINCIPAL'S GOODS.** The Representative agrees to promote and sell the Principal's products or services described as:

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Hereinafter known as the “Offerings.”

3. **RIGHT-TO-SELL.** The Representative's Right-to-Sell the Offerings are: (check one)

☐ - **Exclusive.** The Representative has an exclusive Right-to-Sell the Offerings under: (check one)

☐ - **Specific Territory(ies).**_____.

☐ - No Territory Restrictions.

☐ - **Non-Exclusive.** The Representative has a non-exclusive Right-to-Sell the Offerings under: (check one)

☐ - **Specific Territory(ies).** _____.

☐ - No Territory Restrictions.

Hereinafter known as a “Right-to-Sell.”

4. **TERM.** The Representative has the Right-to-Sell the Offerings starting on _____, and continues until: (check one)

☐ - **End Date.**_____.

☐ - **Notice of Termination.** Either Party can terminate with _____ day(s) notice.

5. **COMMISSION.** The Principal agrees to pay the Representative the following amount for selling the Offerings:

Hereinafter known as the "Commission."

6. **PAYMENT TRIGGERS.** The Representative is owed a Commission when the following occurs:

Hereinafter known as the "Payment Trigger."

7. **PAYMENT SCHEDULE.** The Principal agrees to pay the Representative owed Commissions on a: (check one)

☐ - **Payment Trigger.** The Representative is paid within ____ day(s).

☐ - **Scheduled Basis.** (check one)

☐ - **Weekly**

☐ - **Monthly**

☐ - **Quarterly**

☐ - **Annually**

☐ - **Other.** _____.

8. **PAYMENT METHOD.** The Principal agrees to pay the Representative in the following method(s): (check all that apply)

☐ - ACH (electronic bank transfer)

☐ - Cash

☐ - Check

☐ - PayPal (Representative's e-mail: _____)

☐ - Venmo (Representative's e-mail/username: _____)

☐ - Zelle (Representative's e-mail/phone number: _____)

☐ - Other: _____

9. **EFFECT OF TERMINATION.** Upon the termination of this Agreement, all pending Commissions owed by the Principal to the Representative must be paid. The Representative agrees, upon termination, to cease representing themselves as possessing a Right-to-Sell the Offerings on behalf of the Principal.
10. **PRINCIPAL'S OBLIGATIONS.** The Principal shall be bound to the following under this Agreement:
- a.) Provide Information. To provide the Representative with all the necessary information about the Offerings related to product information, marketing materials, and any updates in a timely manner.
 - b.) Order Fulfillment. To process orders, fulfill deliveries, and handle customer service issues related to the Offerings.
 - c.) Payment of Commissions. To pay Commissions to the Representative in the agreed-upon method and in accordance with the Payment Triggers mentioned.
11. **REPRESENTATIVE'S OBLIGATIONS.** The Representative shall be bound to the following under this Agreement:
- a.) Good Faith. To promote, market, and sell the Offerings in an ethical and professional manner in accordance with Federal, State, and local laws.
 - b.) Offering Descriptions. To provide an accurate description when marketing and promoting the Offerings.
 - c.) Communication. To maintain communication with the Principal and customers related to the Offerings in a timely manner.
12. **CONFIDENTIALITY.** Each Party agrees to keep confidential any non-public information provided by the other Party and use such information solely for the purposes of fulfilling the terms of this Agreement.
13. **INTELLECTUAL PROPERTY.** All trademarks, logos, and copyrighted material related to the Principal's Offerings remain the exclusive property of the Principal. The Representative is granted a limited, non-transferable license to use the Principal's intellectual property solely for promoting the Offerings under this Agreement.
14. **INDEPENDENT CONTRACTOR STATUS.** The Representative is an independent contractor and not an employee of the Principal. Nothing in this Agreement creates an employer-employee relationship, partnership, or joint venture. The Representative is responsible for all taxes, insurance, and any other obligations that may arise from any Commission paid under this Agreement.
15. **DISPUTES.** The Parties agree to make reasonable efforts to resolve any dispute arising out of or relating to this Agreement through good-faith negotiations. If negotiations fail, the dispute may be settled as follows:
- a.) Negotiation. The Parties shall first attempt to resolve the dispute through good-faith negotiations. Either Party may initiate such negotiations by providing written notice to the other Party outlining the nature of the dispute.

- b.) Mediation. If the Parties are unable to resolve the dispute through negotiation within thirty (30) days, the matter can be submitted to mediation. Mediation shall be conducted by a mutually agreed-upon mediator or, if the Parties cannot agree, a mediator shall be appointed by the American Arbitration Association (AAA). The costs of mediation shall be borne equally by both Parties.
- c.) Arbitration. If the dispute is not resolved through mediation within sixty (60) days, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall be conducted in a location of the Principal's choice, within the jurisdiction specified under Governing Law. The decision of the arbitrator shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction.
- d.) Litigation. If arbitration is not desired or appropriate, either Party retains the right to pursue resolution through litigation in a court of competent jurisdiction, located within the jurisdiction of Governing Law.

16. **GOVERNING LAW**. This Agreement shall be governed and construed in accordance with the laws located in the State of _____ ("Governing Law").

17. **ENTIRE AGREEMENT**. This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, understandings, or agreements.

18. **AMENDMENTS**. Any modification or amendment to this Agreement must be in writing and signed by both Parties.

19. **SEVERABILITY**. If any provision of this Agreement is found invalid or unenforceable, the remainder of the Agreement shall remain in effect.

20. **ASSIGNMENT**. Neither Party may assign or transfer any rights under this Agreement without the prior written consent of the other Party.

21. **NOTICES**. All notices required or permitted under this Agreement shall be in writing and delivered to the Parties at the addresses listed above (or any updated address formally communicated in writing).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below, acknowledging that they have read, understood, and agreed to all terms and conditions contained herein.

Principal's Signature: _____ **Date:** _____
Print Name: _____

Representative's Signature: _____ **Date:** _____
Print Name: _____