

AGENCY AGREEMENT

Location: _____ Date: _____

PARTIES:

Principal Name: _____

Principal Address: _____

Agency Name: _____

Agency Address: _____

RECITALS:

WHEREAS, Principal desires to appoint Agency as its non-exclusive agent for the purpose of promoting, marketing, and selling the Principal's products and services in accordance with the terms and conditions set forth in this Agreement; AND WHEREAS, Agency agrees to act as such agent under the terms and conditions herein.

1. Appointment and Acceptance

Principal hereby appoints Agency as its non-exclusive agent to market and sell Principal's products and services within the Territory defined herein, and Agency accepts such appointment subject to the terms of this Agreement.

2. Territory

The Territory covered by this Agreement shall be the geographic area of Canada. Agency shall not market or sell Principal's products or services outside the Territory without prior written consent of Principal.

3. Duties and Obligations of Agency

Agency shall diligently promote and solicit orders for Principal's products and services, maintain accurate records of all transactions, comply with all applicable Canadian laws and regulations, and promptly communicate customer inquiries and feedback to Principal.

4. Orders and Acceptance

All orders solicited by Agency are subject to acceptance by Principal. Agency shall promptly forward all orders to Principal and shall not bind Principal by any promise or representation without Principal's prior written consent.

5. Compensation and Payment

Principal agrees to pay Agency a commission for sales as set forth in an attached Schedule, payable within thirty (30) days after Principal's receipt of payment from customers. Agency shall be responsible for all expenses incurred unless otherwise agreed in writing.

6. Term and Termination

This Agreement shall commence upon execution by both parties and continue until terminated by either party upon thirty (30) days' prior written notice. Termination shall not affect accrued rights or liabilities of either party.

7. Confidentiality

Each party agrees to keep confidential all proprietary or confidential information disclosed by the other party during the term of this Agreement and to use such information solely for purposes of fulfilling obligations under this Agreement.

This obligation shall survive termination.

8. Compliance with Laws

Agency shall comply with all applicable Canadian federal, provincial, and municipal laws, regulations, and ordinances in the performance of its duties under this Agreement.

9. Independent Contractor

Agency is an independent contractor and not an employee, partner, or joint venture of Principal. Agency shall have no authority to bind Principal except as expressly provided in this Agreement.

10. Indemnification

Agency shall indemnify and hold harmless Principal from and against any claims, damages, liabilities, costs, and expenses arising out of Agency's breach of this Agreement, negligence, or willful misconduct.

11. Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of this Agreement.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province within Canada. The parties submit to the exclusive jurisdiction of the courts of such province for any disputes arising out of this Agreement.

13. Notices

All notices under this Agreement shall be in writing and delivered personally, by registered mail, or electronic means to the addresses set forth above or such other addresses as may be designated in writing.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements or understandings, whether written or oral.

15. Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one instrument. Electronic signatures shall be deemed as legally binding as original signatures.

PRINCIPAL'S SIGNATURE

AGENCY'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docstemplates-ca.com/agency-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://docstemplates-ca.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.