

Type/Clase :	Contrat-type/Model contract/Modelo de contrato
Source/Procedencia :	Chambre de commerce et d'industrie de l'Australie de l'Ouest Chamber of Commerce and Industry of Western Australia Cámara de Comercio del Oeste de Australia 180, Hay Street East Perth, WA 6004 Australia
Tél/Tel :	(61) 8 9365 7684
Fax :	(61) 8 9365 7616
Web :	URL : www.cciwa.com

Avertissement: Les contrats et guides de la présente collection ont été sélectionnés à seule fin d'illustration. Leur contenu et leur utilisation n'engagent pas la responsabilité de *Juris International*.

Please note: The contracts and guides contained in the present collection have been selected for illustrative purposes only. *Juris International* shall not be liable for their contents or use.

Advertencia: Los contratos y las guías de la presente colección han sido seleccionados únicamente a manera de ilustración. Su contenido y utilización no comprometen la responsabilidad de *Juris internacional*.

SAMPLE

COMMERCIAL AGENCY

AGREEMENT



CHAMBER OF COMMERCE AND INDUSTRY
WESTERN AUSTRALIA

**SHORT SAMPLE COMMERCIAL AGENCY AGREEMENT
WRITTEN FROM AGENT’S PERSPECTIVE**

(This agreement attempts to avoid provocative clauses or those unlikely to be accepted by a principal. Some agents may have more commercial muscle and be able to negotiate better terms.)

EXCLUSIVE AGENCY AGREEMENT

THIS AGREEMENT is made the day (.....) of (.....)

BETWEEN:

- (a) (Principal’s name) (“Principal”); and**
- (b) (Agent’s name), whose principal place of business is at (address) (“Agent”)**

1. *Appointment*

Principal appoints Agent as its exclusive agent for the Products in the Territory listed on the Schedule and undertakes that, for the duration of this Agreement, Principal will neither sell nor market the Products in the Territory other than through Agent and shall not appoint any other agent for the Territory.

2. *Best Efforts: competitive lines and other business*

2.1 Agent shall devote its best efforts to marketing the Products and servicing accounts which carry the Products in the Territory.

2.2 Agent shall neither market nor sell in the Territory any products which compete with the Products.

2.3 Agent shall be given samples of the products and marketing literature by Principal

2.4 Agent shall pass all orders for the Products to Principal who shall deal with such orders promptly and ensure goods supplied are of satisfactory quality.

3. *Commission*

3.1 Principal shall pay Agent a commission of the percentage set out on the Schedule on all sales of the Products in the Territory, whether such sale is generated by the Agent or not. Such commission shall be on the invoiced (FOB/FCA) value, charged by Principal to customers.

3.2 Commission shall be paid each month by the first week of the month on sales invoiced by Principal in the preceding month. Whether a customer subsequently defaults in payment of any invoice, where Principal is not to blame for such default, then Principal may deduct commission already paid for such sale from the next commission due to Agent.

3.3 With each such monthly commission payment Principal shall send Agent a full commission statement showing all sales of the Products made to the Territory in the preceding month, sufficient to enable Agent to check the commission due.

4. *Term and Termination*

4.1 This Agreement is for an initial minimum period of two years and shall continue after unless and until terminated by at least one year's written notice by one party to the other to expire on the third or any subsequent anniversary of the date of this Agreement.

- 4.2 On termination of this Agreement commission shall be paid to Agent on all orders received up to the date of termination.

5. General

- 5.1 This Agreement is subject to Australian law and the parties agree to submit to the jurisdiction of the Australian courts in respect of any dispute.
- 5.2 This Agreement replaces any earlier agreement or arrangement between the parties, verbal or written, and is the entire agreement between them. It may only be modified by written agreement of both parties.
- 5.3 Nothing in this Agreement shall prevent Agent from sub-contracting its obligations under this Agreement nor from using a sub-agent. Either party may assign all its rights under this Agreement to a third party, but only with the prior written consent of the other party.

SCHEDULE

The Products are:
(insert details)

The Exclusive Territory is:
(specify)

The Commission Rate is:
(specify)

SIGNATURES

Signed by
For and on behalf of
(Principal)

In the presence of:

Witness' Signature

Name

Address

Occupation

Signed by

In the presence of:

Witness' Signature

Name

Address

Occupation

Signed by