

COMMISSION SALES AGREEMENT

Location: _____ Date: _____

Seller (Principal) Information:

Full Name / Business Name: _____

Address: _____

Phone / Email: _____

Agent Information:

Full Name / Business Name: _____

Address: _____

Phone / Email: _____

Property / Goods Description:

Description: _____

Location of Property: _____

Commission Terms:

Commission Rate (%): _____ or Fixed Amount: _____

Payment Terms and Timing: _____

Clause 1 – Appointment and Authority

The Principal hereby appoints the Agent as its exclusive/non-exclusive sales agent to sell the described property or goods on the terms set forth herein. The Agent is authorized to solicit offers, negotiate sales, and execute contracts on behalf of the Principal subject to Principal's approval.

Clause 2 – Commission

The Agent shall be entitled to a commission as specified above, payable upon the successful closing of any transaction resulting from the Agent's efforts. The commission shall be calculated on the gross selling price, excluding applicable taxes and fees.

Clause 3 – Term and Termination

This Agreement shall commence upon execution and remain in effect until terminated by either party upon written notice delivered at least thirty (30) days prior to termination. Termination shall not affect the Agent's right to commissions earned prior to termination.

Clause 4 – Agent's Duties

The Agent agrees to use reasonable efforts to market and promote the property or goods, maintain accurate records, and comply with all applicable laws and regulations. The Agent shall promptly communicate all offers and inquiries to the Principal.

Clause 5 – Principal's Representations and Warranties

The Principal represents and warrants that it has good and marketable title to the property or goods, free of liens and encumbrances, and has full authority to enter into this Agreement and to sell the property or goods.

Clause 6 – Expenses

Unless otherwise agreed in writing, the Agent shall bear all expenses incurred in the performance of its duties hereunder, including advertising, travel, and marketing costs.

Clause 7 – Confidentiality

Both parties agree to keep confidential all non-public information obtained during the term of this Agreement and shall not disclose such information without prior written consent, except as required by law.

Clause 8 – Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, damages, liabilities, or expenses arising out of breach of this Agreement or negligence in performing its obligations.

Clause 9 – Independent Contractor

The Agent is retained as an independent contractor and shall not be deemed an employee, partner, or joint venturer of the Principal. The Agent shall be responsible for all taxes and obligations relating to its employees and operations.

Clause 10 – 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. The parties consent to the exclusive jurisdiction of state and federal courts located in _____ County, _____ for any disputes arising hereunder.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements. Any amendments must be in writing and signed by both parties.

Clause 12 – Notices

All notices required or permitted hereunder shall be in writing and delivered personally, by certified mail (return receipt requested), nationally recognized overnight courier, or electronic transmission with confirmation to the addresses provided herein or such other addresses as designated by written notice.

Clause 13 – Non-Waiver

Failure or delay by either party in enforcing any provision of this Agreement shall not constitute a waiver of such provision or any other rights under this Agreement.

Clause 14 – Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed so as to best effectuate the intent of the parties.

Clause 15 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Clause 16 – Dispute Resolution

In the event of any dispute arising under this Agreement, the parties agree first to attempt mediation in good faith before pursuing any other remedies.

Clause 17 – Compliance with Laws

Each party agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in performing its obligations under this Agreement.

Clause 18 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

Clause 19 – Assignment

Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party.

Clause 20 – Signatures

The parties have executed this Agreement as of the effective date by their duly authorized representatives.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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