

## SALES REPRESENTATION AGREEMENT

THIS AGREEMENT made effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[NAME OF MANUFACTURER]  
(the "Manufacturer")

**OF THE FIRST PART**

- and -

[NAME OF AGENT]  
(the "Agent")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Manufacturer is engaged in the manufacture, distribution and sale of \_\_\_\_\_ (the "Products") as more specifically set forth on Schedule A hereto;
- B. The Manufacturer desires the Agent's assistance and the Agent is prepared to provide such assistance to the Manufacturer to prepare a bid (the "Bid") for a proposed sale of Products to \_\_\_\_\_ (the "Customer").

NOW THEREFORE the parties have agreed as follows:

### **1. Duties of Agent**

The Agent shall:

- (a) Assist the Manufacturer in the preparation and presentation of the Bid and in the co-ordination of all matters incidental thereto.
- (b) Use its best efforts to assist the Manufacturer in negotiating and finalizing the transaction for the sale of Products to the Customer pursuant to the Bid.
- (c) Keep the Manufacturer fully informed of all matters in connection with the Bid and of any problems which may arise in connection therewith, and recommend steps to be taken to resolve such problems.
- (d) Establish communications with one or more representatives of the Customer and the appropriate government agencies, and perform public relations work in the private sector.
- (e) Following the award of a contract to the Manufacturer pursuant to the Bid and until fulfilment or termination of this Agreement as provided herein, act as a liaison between the Manufacturer and the Customer, including providing assistance in the resolution of any claims or complaints of the Customer arising out of the Manufacturer's performance of such contract.
- (f) Perform such other reasonable services in connection with the Bid as the Manufacturer may from time to time request in writing.

### **2. Commission**

- (a) In the event that the Bid is accepted and the Manufacturer is awarded a contract for the supply of Products to the Customer, the Manufacturer shall pay the Agent as compensation for its services

hereunder, a commission (the "Commission") equal to \_\_\_\_% of the net selling price of the Products f.o.b. the Manufacturer's factory.

- (b) The Commission shall be paid in Canadian dollars, and shall be paid as follows:  
[set out on what dates or at what times during the month or calendar quarter the commission will be paid]
- (c) Commission will be payable only on the net selling price of the Products as set out in paragraph (a). No Commission will be payable on the value of insurance, bonds, interest, freight or other charges invoiced to the Customer.
- (d) The Commission shall constitute the entire compensation payable to the Agent for its services hereunder.
- (e) If any contract for the Products shall be rescinded, revoked or repudiated by the Customer for reasons beyond the Manufacturer's control or by the Manufacturer for breach of contract, or by either party for force majeure causes, or becomes invalid or inoperative by reason of any governmental regulations, the Agent shall not be entitled to a Commission with respect to such contract, except pro rata to the extent of the net selling price of any Products already delivered to the Customer prior to such rescission, revocation or repudiation.

**3. Assignment of Agreement**

This Agreement is not assignable by either party without the prior written consent of the other party.

**4. Independent Contractor**

The relationship between the parties hereto is intended to be, and is to be construed as, that of independent contracting parties only and not that of employment, partnership, joint venture, agency or any other association whatsoever. Nothing whatsoever contained herein shall constitute either party as having authority to bind the other in any manner whatsoever, and nothing whatsoever contained herein shall give or is intended to give any rights of any kind to any third party. The Manufacturer reserves the right and authority to determine in its sole discretion the acceptability of any contract provision proposed by the Customer.

**THIS IS A 4-PAGE CONTRACT with 1-page schedule.**