**AGENCY AGREEMENT**

This Agency Agreement (the “Agreement”) is made as of the date of execution on the signature page below by and between [PRINCIPAL], (the “Principal”), and [AGENT] (the “Agent”), with each having a place of business at the address indicated on the signature page below. Both the Principal and the Agent may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Principal desires to engage the Agent to act on its behalf in the scope and manner dictated and limited by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. **SCOPE OF AGENCY.** The Agent is hereby engaged to act in the Principal’s stead in the following capacities: [DESCRIBE SCOPE OF AGENCY] (the “Agency”).
2. **SPECIFIC RESTRICTIONS.** The Agent is specifically prohibited from doing the following on behalf of the Principal: [SPECIFIC LIMITATIONS OF AGENCY].
3. **TERM AND TERMINATION.** This Agreement shall last from the date of execution for [DURATION] thereafter. The Principal may terminate this Agreement for any reason with written notice to the Agent.
4. **FEES.**
	1. *Hourly Rate.* The Principal shall pay to the Agent a rate of $[HOURLY RATE] per hour for all work completed.
	2. *Invoices.* The Agent shall invoice the Principal for Services every thirty (30) days throughout the term for the Services. Each invoice shall include a description of the Services provided and shall be due and payable fifteen (15) days from receipt by the Principal.
	3. *Expenses.* The Agent shall be entitled to recover necessary expenses within the scope of the Agency for which the Agent provides documentation along with each applicable invoice.
	4. *Non-Payment Penalty.* The Principal agrees and acknowledges that any non-payment shall incur a penalty of ten percent (10%) per annum or the highest interest rate allowable by the law of the applicable jurisdiction.
	5. *Payment Upon Termination.* The Agent may invoice the Principal immediately upon termination for any unpaid amounts earned. Such invoice shall be due and payable within fifteen (15) days of delivery.
5. **INDEPENDENT CONTRACTOR***.* This Agreement shall not render the Agent an employee, partner, agent of, or joint venturer with the Principal for any purpose. The Agent is and will remain an independent contractor in its relationship to the Principal.
6. **CONFIDENTIALITY.**
	1. *“Confidential Information” Defined.* “Confidential Information” includes written machine-reproducible and visual materials; all verbal disclosures made by or on behalf of the Parties under this Agreement; any software, whether in object, source or executable code; documentation and nonpublic financial information; information relating to the Principal; and other documents prepared by or for the Parties or otherwise in furtherance of the Principal’s business.
	2. *Receipt of Confidential Information.* During the term of this Agreement, the Agent may acquire Confidential Information about the Principal. The Agent agrees to hold in confidence all Confidential Information, not use Confidential Information for purposes other than to accomplish the aims of this Agreement, and not to disclose Confidential Information to any third party.
	3. *Exceptions.* The foregoing confidential obligations shall not apply to Confidential Information (i) which is or becomes publicly available other than through the breach of this Agreement, (ii) which was known to the recipient prior to the disclosure by the other party, (iii) which a party rightfully receives from a third party not bound by any confidentiality agreement with respect thereto, (iv) which is independently developed by the recipient, or (v) which is required to be disclosed pursuant to legal or governmental requirements; provided, that disclosure under this clause shall be limited to persons legally entitled to receive the information.
	4. *Effect Upon Termination.* In the event this Agreement expires or is terminated for any reason or should either Party request the other to do so for any reason, such Party will promptly return, erase, or destroy all Confidential Information in its possession or control, including Confidential Information stored in any computer memory or data storage apparatus
7. **INDEMNIFICATION.**
	1. *By the Principal.* The Principal shall protect, defend, indemnify and hold the Agent harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising or resulting directly or indirectly from or in connection with actions taken by the Agent within the scope of the Agency.
	2. *By the Agent.* The Agent shall protect, defend, indemnify and hold the Principal harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising or resulting directly or indirectly from or in connection with actions taken by the Agent outside the scope of the Agency.
8. **NO ASSIGNMENT.** No Party may assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of the other Party.
9. **SEVERABILITY.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
10. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties in regard to the subject matter of this Agreement. No Party will be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
11. **GOVERNING LAW; VENUE***.* This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
12. **ATTORNEY’S FEES***.* The prevailing party in any action arising out of this Agreement shall be entitled to recover reasonable attorney’s fees as part of any judgment
13. **NOTICES***.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Principal

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Agent

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[COMPANY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

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Name

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Address

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City, State, Zip

**CLIENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip