

LANCE MARKETING AGREEMENT

Parties: _____

Marketing Agency Information:

Agency Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Client Information:

Client Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Agreement Details:

Services Provided: _____

Territory: _____

Term of Agreement: _____

Renewal Terms: _____

Compensation and Payment Terms:

Commission Rate (%): _____ USD _____

Payment Schedule: _____

Duties and Responsibilities:

Agency Responsibilities: _____

Client Responsibilities: _____

Clause 1 – Appointment and Scope of Services

Client hereby appoints Agency as its non-exclusive marketing representative for the products and services specified in this Agreement within the defined Territory. Agency agrees to use reasonable efforts to promote, market, and solicit orders on behalf of Client in accordance with the terms herein.

Clause 2 – Term

The term of this Agreement shall commence on the Effective Date and continue for the period specified above unless terminated earlier pursuant to Clause 8. Renewal shall be as agreed in writing by both Parties.

Clause 3 – Commission and Payment

Agency shall be entitled to a commission as specified above on all sales directly resulting from Agency's efforts. Commissions shall be payable within thirty (30) days after Client's receipt of payment from the end customer. Agency shall invoice Client monthly with appropriate documentation.

Clause 4 – Expenses

Unless otherwise agreed, Agency shall bear its own expenses incurred in connection with the performance of its duties under this Agreement. Client shall not be obligated to reimburse any expenses without prior written approval.

Clause 5 – Confidentiality

Each Party agrees to keep confidential all non-public information disclosed by the other Party for the purposes of this Agreement and shall not disclose such information to any third party except as required by law or with prior written consent.

Clause 6 – Intellectual Property

Client grants Agency a non-exclusive, revocable license to use Client's trademarks, trade names, and marketing materials solely for the purpose of performing its obligations under this Agreement. Agency shall not acquire any ownership rights in such intellectual property.

Clause 7 – Compliance with Laws

Both Parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this Agreement.

Clause 8 – Termination

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Termination for cause may occur immediately if a Party materially breaches any term and fails to cure such breach within fifteen (15) days following notice.

Clause 9 – Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, damages, liabilities, or expenses arising out of its negligence or willful misconduct in connection with this Agreement.

Clause 10 – Limitation of Liability

In no event shall either Party be liable for incidental, consequential, special, or punitive damages arising from this Agreement, whether in contract, tort, or otherwise, even if advised of the possibility of such damages.

Clause 11 – Independent Contractor

Agency is engaged as an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, or employment relationship between the Parties.

Clause 12 – Notices

All notices under this Agreement shall be in writing and deemed duly given when delivered personally, sent by certified mail, overnight courier, or electronic delivery to the addresses specified herein or as updated in writing.

Clause 13 – 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 and venue of the state and federal courts located in _____ County, _____.

Clause 14 – Force Majeure

Neither Party shall be liable for delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, government actions, strikes, or natural disasters.

Clause 15 – Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and

supersedes all prior discussions, agreements, or understandings of any kind.

Clause 16 – Amendments

No amendment or modification of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.

Clause 17 – Severability

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

Clause 18 – Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

Clause 19 – Assignment

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

Clause 20 – Counterparts

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

AGENCY REPRESENTATIVE SIGNATURE

CLIENT AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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