

# SAMPLE SALES REPRESENTATIVE AGREEMENT

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This Sales Representative Agreement (the "Agreement") is made and effective [DATE],

**BETWEEN:**                    **Prof Leslie Michael Croaker Ralph t/a International Representation Services** (the "Sales Representative"),  
a corporation organized and existing under the laws of The United States of Mexico], with its head office located at:

Gargolas 37 Altos, Col Jardines del Sur, Mexico City, 16050, Mexico  
(offices and warehouse)

**AND:**                            **[YOUR PUBLISHER]** (the "Company"), an a corporation organized and existing under the laws of the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ], with its head office located at: YOUR ADDRESS

## SALES REPRESENTATIVE AGREES TO:

1. Represent and sell the Company's products/services in the geographic area known as "the Territory".
- The Publisher appoints the Sales Agent as its exclusive representative in **Mexico and Central America (comprising Guatemala, Honduras, El Salvador, Costa Rica, Belize, Panama & Nicaragua)** and SOUTH AMERICA Countries to be named below
  2. Argentina
  3. Bolivia
  4. Brazil
  5. Chile
  6. Colombia
  7. Ecuador
  8. French Guiana (département of France)
  9. Guyana
  10. Paraguay
  11. Peru
  12. Suriname
  13. Uruguay
  14. Venezuela
  15. (hereinafter called "the Territory").
2. Accurately represent and state Company policies to all potential and present customers.
3. Promptly mail in all leads and orders to the Company.
4. Inform the sales manager of all problems concerning Company customers within the sales territory.

5. Inform the sales manager if the Sales Representative is representing, or plans to represent any other PUBLISHERS In no event shall sales representative represent a competitive company or product line within designated sales area.
6. Telephone or email the Company with reasonable frequency to discuss sales activity within the territory.
7. Costs & Expenses: It is agreed that the Representative shall bear all costs and expenses attendant to Representative's efforts to sell the Company's products, without reimbursement from the Company, unless the parties shall otherwise mutually agree from time to time. ie Designated Book Fairs the company wishes the Sales representative to attend on their behalf.
8. comply with all reasonable and lawful instructions of the Publisher from time to time concerning the marketing and sale of the Publications in the Territory, and generally to carry out its agency in such manner as it thinks best to promote the interest of the Publisher
9. except as herein set out or as otherwise authorised by the Publisher, not to act in a way which will incur any liabilities on behalf of the Publisher nor to pledge the credit of the Publisher; use all reasonable endeavours to promote and sell the Publications in the Territory with all due care and diligence, to seek to improve the Publisher's goodwill in the Territory.
10. transmit orders to the Publisher's designated representative: CONTACT PERSON AT PUBLISHER without delay. Orders will be supplied as quickly as possible, subject to availability of the Publications, credit worthiness, normal working of the Publisher's UK and US distributors (the "Distributors".) The Publisher shall pay the cost of carriage from the Distributors to shipper's warehouse only. All other carriage and postage charges from the Distributors shall be passed on to the customer.
11. not to disclose to any other publisher or third party details of the Publisher's (or its client publishers) sales information, turnover or any other confidential information concerning the business of the Publisher or the Publications, or use any such information (other than strictly for the purposes of this Agreement) and upon termination of this Agreement return to the Publisher all documents and other records (in whatever form) containing confidential information supplied to or acquired by the Sales Agent from the Publisher and no copies shall be kept;
12. Provide company 60-days' notice should the Representative intend to terminate this Agreement.
13. Return promptly all materials and samples provided by the Company to the Representative, if either party terminates this agreement.

**THE COMPANY AGREES TO:**

1. Pay the following commissions to the Sales Representative:
  - a) **10% (ten per cent)** of all sales in the territory , except as stated in (4) below. be paid by the Publisher to the Sales Agent on all trade turnover in the Territory and shall be **10% (ten per cent)** of the net invoice value applicable.

2. To be payable on sales a) to all customers in the Territory and b) to customers outside the Territory if such goods being the subject of the invoice are for sale in the Territory. Payment shall be made quarterly in arrears no later than the end of the month following the quarter relating to the payment; the first commission payment shall be due on or before XX XX XXXX in respect of the quarter ending on XXXXXXb
3. Commissions on refunds to customers or merchandise returned by the customer in which a commission has already been paid to the Representative shall be deducted from future commissions to be paid to the Representative by the Company.
4. Except by special arrangement, the following shall not be commissioned:  
\*Sales by The British Bookstore in the territory
5. To provide the Sales Representative with reasonable quantities of brochures, catalogs, and any product samples required for sales purposes.
6. To set minimum yearly quotas after consultation with the Sales Representative.
7. To grant Representative 60-days' notice should the Company wish to terminate this Agreement.
8. To pay commissions to the Representative on sales from existing customers for a period of [3] months after this agreement is terminated by either party.
9. This constitutes the entire Agreement.
10. This agreement shall be binding upon the parties and their successors and assigns.
11. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.

Signed this [DAY] day of [MONTH], [YEAR].

SALES REPRESENTATIVE  
Prof Leslie Michael Croaker Ralph  
t/a International Representation Services

COMPANY

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Authorized Signature

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Authorized Signature