**AGENCY AGREEMENT TEMPLATE**

THIS AGREEMENT made as of the day of , 20 .

BETWEEN:

a sole proprietorship

Located at

Calgary, Alberta

(Hereinafter referred to as )

- and -

of the

City of , in

(Hereinafter referred to as the "Sales Agent")

Agency Agreement

WHEREAS wishes to engage the Sales Agent for the purpose of soliciting orders for and selling, jewellery and giftware in Western Canada;

AND WHEREAS the Sales Agent wishes to act in such capacity in accordance with the terms and conditions herein contained;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and the Sales Agent hereto agree as follows:

**Agreement**

1. Hereby agrees to engage the Sales Agent to provide services to and the Sales Agent hereby agrees to provide services to upon and subject to the terms and conditions hereinafter set forth.

2. Hereby appoints the Sales Agent as its agent for the sole purposes of soliciting orders for, and selling, jewellery and giftware in accordance with the terms and conditions of this Agreement.

**Terms of Agreement**

3. This Agreement shall be effective on the day of , 20 .

4. This Agreement shall continue in full force and effect for a term of one (1) year from the effective date hereof and for successive periods of one year thereafter, unless terminated by either party in accordance with the provisions of Clause 5 of this Agreement.

5. Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days written notice to the other party.

**Territory**

6. The Sales Agent shall have the right to sell the jewellery and giftware provided by to persons, firms and corporations in the following territory:

- The Province of (the "Territory").

7. May at any time, enlarge, reduce, or otherwise change the Territory of the Sales Agent by giving notice in writing change, without otherwise affecting the terms of this Agreement.

8. It is a condition of this Agreement that the Sales Agent shall not solicit orders for, or sell, the jewellery and giftware of in any territory other than the Territory specified in Clause 6 hereto.

**Obligations of the Sales Agent**

9. The Sales Agent hereby covenants and agrees that he/she shall:

a. solicit orders and sell the jewellery and giftware provided by in accordance with the terms and conditions of this Agreement;

b. obtain bonding as security for the jewellery and giftware provided by , where deems such bonding necessary;

c. pay all of his/her own expenses relating to the provision of services under this Agreement;

d. perform all duties and responsibilities under this Agreement in a professional and competitive manner, always striving to promote the success and reputation of ;

e. recognize and adopt the guidelines and policies of in relation to establishing the creditworthiness of potential customers; and

f. recognize and adopt the guidelines and policies of in relation to the invoicing and administration of accounts of its customers.

10. For the services rendered by the Sales Agent pursuant to this Agreement, the Sales Agent shall be entitled to commissions at the rate of % upon the wholesale list price of the jewellery and giftware sold by him/her (the "Commissions")

11. It is a condition of this agreement, and the parties hereby agree, that all Commissions are subject to final payment by the customer.

12. It is a condition of this Agreement, and the parties hereby agree, that Commissions shall not be deemed to have been earned by the Sales Agent until the invoice has been paid by the customer.

13. Hereby agrees to provide the Sales Agent with samples of the jewellery and giftware that shall be sold by the Sales Agent in accordance with the terms and conditions of this Agreement (the "Samples").

14. The Sales Agent hereby agrees to indemnify against any loss or damage to the Samples for any reason whatsoever.

15. The Sales Agent shall immediately return the samples provided by when requested.

16. In the performance of the work, duties and obligations in any way connected with this Agreement, it is acknowledged and agreed that the Sales Agent is performing as an independent contractor, and shall have full and exclusive control over his/her provision of services.

17. The Sales Agent hereby agrees to indemnify and save harmless from and against any loss, costs or other liability whatsoever arising from or out of or in any way related to the provision of services by the Sales Agent to or out of the wanton or reckless conduct or dishonesty of the Sales Agent in respect of any such services.

18. The Sales Agent hereby agrees that he/she will not directly or indirectly, either solely or jointly with another person, firm or corporation, carry on the business of soliciting orders for, or selling, jewellery and giftware in competition with in the Territory delimited in Clause 6 of the Agreement for a period of six (6) months after the termination of this Agreement, without the express written consent of .

19. This Agreement contains the entire understanding and agreement between the parties, and may not be amended or modified except by the execution of a written amending agreement by each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Signature: