Example company inc.
commission agreement

This agreement is made by and between Example Company of  *[city, state]*  and  *[name of other party]* .

recitals

This Agreement is premised upon the facts and understandings recited below.

Example Company and  *[name of other party]*  are each in the business of  *[field]* . The term "  *[field]* " is understood by the parties to apply broadly to all manner of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. *[For example, for environmental consulting, one would put here: investigation, assessment, monitoring, mitigation, prevention and clean up (including treatment, transportation, disposal and/or isolation) of environmental pollution or contamination of any sort.]*

 *[name of other party]*  desires to perform  *[field]*  work in *[market] .*

Example Company has information and expertise which may be helpful to  *[name of other party]*  in preparing a bid for certain environmental projects in *[market]*  to be more fully identified in subsequent communications.

TERMS OF AGREEMENT

Therefore, in consideration of the mutual consideration, covenants, and conditions set forth herein, the parties agree as follows:

Assistance Provided

Example Company will assist  *[name of other party]*  in preparing a bid for *[specify the work]* . At  *[name of other party]* ’s option, Example Company may or may not be a party or subcontractor in connection with such bid. The assistance which Example Company is to provide will include making information available to  *[name of other party]*  with respect to the site and the parties. The assistance also will include limited logistical support and coordination in connection with preparation of the bid, to the extent  *[name of other party]*  requests such assistance.  *[name of other party]* , however, will have lead responsibility for preparing and pursuing the bid. Example Company will work on an exclusive basis marketing clients that are agreed upon in writing by both Example Company and  *[name of other party]* . Example Company may also travel as a representative of  *[name of other party]*  in the  *[specify the state or region]*  if  *[name of other party]*  directs Example Company to do so in writing and specifies expenses that  *[name of other party]*  will reimburse Example Company.

Commission

In the event that  *[name of other party]*  now or at any time within the next eighteen months enters into a contract for services and/or materials of any type in connection with *[specify the work]* ,  *[name of other party]*  agrees to pay to Example Company a commission in an amount equal to the following Schedule:

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

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

This commission shall be payable irrespective of the circumstances under which  *[name of other party]*  secures such a contract.  *[name of other party]*  shall not owe a commission to Example Company until such payments are made to  *[name of other party]* . Once any such payment is made to  *[name of other party]* , however, the commission with respect to that payment shall be owed to Example Company. Payment for any commission owing shall be made to Example Company within thirty days of receipt of each such payment to  *[name of other party]* . Any commission, or part thereof, not paid within such thirty-day period shall be subject to an interest payment by  *[name of other party]*  to Example Company of twelve percent per annum from the original date of each payment to  *[name of other party]* . The payment of commission required under this paragraph shall continue for so long as  *[name of other party]*  receives payments in connection with any such *[specify the work]* , including any subsequent contract work following an initial contract, and including payments made pursuant to court order or collection. Such commission shall not be reduced, and  *[name of other party]*  shall not be entitled to any refund, on the basis of any subsequent dispute, claim, demand, agreement, or lawsuit resulting in a refund, rebate, penalty, or damage payment to be paid by  *[name of other party]* , except to the extent that Example Company, through its negligence or intentional misconduct, was affirmatively responsible for such rebate, refund, penalty, or damage payment.

Addresses

The addresses and telephone numbers of the parties for the purpose of communications and/or payments connected with this Agreement are as follows:

 Contractor *[Other Party]*

 Example Company John Doe

1234 Main Street 5678 Main Street

 City, State 12345 City, State 12345

 Office phone: Office phone:

 Email: Email:

The parties agree to advise each other in writing of any changes in address or telephone numbers.

Captions

The captions and headings included in this Agreement are provided solely for the convenience of the reader. They are not part of the Agreement and shall not be used to construe the text of the Agreement.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by written amendment signed by the parties, and may not be terminated unilaterally.

Counterparts

This Agreement may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

Governing Law

This Agreement shall be subject to and governed by the laws, including conflicts of laws, of the State of  *[name of state]* .

Binding Effect

The conditions and terms of this Agreement shall be binding upon the heirs, personal representatives, agents, successors, and assigns of the parties.

Affiliates and Others

Each and every of the duties and obligations of the parties to each other set out in this Agreement are understood and agreed to apply equally to any of their respective directors, owners, employees, principals, agents, affiliates, subcontractors, subsidiaries, or parents. Thus, by way of example, should a contract be awarded to one of Example Company’s agents, rather than to itself, nonetheless would be obligated to pay the commission to Example Company based on gross payments made to the agent of.

Non-Assignment

The parties' respective rights, duties, and obligations under this Agreement may not be assigned, either voluntarily or by operation of law, without the express written consent of the other party which may be withheld for any reason whatsoever.

Enforcement

If this Agreement is referred to an attorney for enforcement or to seek relief or damages for its breach, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorney's fees (including fees connected with any appeal) irrespective of whether suit actually is filed or prosecuted to judgment.

DATED this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_, 20XX

Example Company *[Other Party]*

By: By:

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

President, Example Company *[Title, Company Name]*