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# General agency agreement template

Any notice sent by either party arising out of this "Agreement" shall only be brought, read and construed in the applicable federal or state courts having jurisdiction in Alabama.

## 17. Headings

17.1 The headings in this "Agreement" are for convenience only, confer no rights or obligations on either party, and shall not alter any terms of this "Agreement".

## 18. Modification of the Agreement

18.1 Any modification of this "Agreement" or additional obligation assumed by either party in connection with this "Agreement" shall be binding only if reduced to writing signed by each party or an authorized representative of each party.

18.2 No modification or addition to this "Agreement" or any obligation in connection with this "Agreement" may be made without prior written consent of the both party or its representative of them.

## 19. Waiver of Rights

19.1 No failure or neglect of either party herein to exercise any right, power or privilege hereunder or other law that constitutes waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party herein must be contained in a written instrument signed by the party to be waived, in the case of the "Company", or an officer of the "Company" or other person duly authorized by the "Company".

DISCUSSION CAN BE FOUND ON THE NEXT PAGE

## MANAGING GENERAL AGENT'S CONTRACT

### ARTICLE I -- PREAMBLE

(a) The parties to this agreement are:

(1) \_\_\_\_\_  
hereafter referred to as the insurer, and

(2) \_\_\_\_\_  
hereafter referred to as the managing general agent or MGA.

(b) The promises and agreements made by the insurer in this managing general agent's contract are made in consideration of the promises and agreements made by the managing general agent. The promises and agreements made by the managing general agent in this managing general agent's contract are made in consideration of the promises and agreements made by the insurer.

(c) This written managing general agent's contract contains the entire agreement of the insurer and the managing general agent.

(d) This managing general agent's contract will not become effective until signed by the insurer and the managing general agent, and is filed with and approved by the Commissioner of Insurance of the State of Alabama.

### ARTICLE II -- MANDATORY PROVISIONS

Notwithstanding any provision in the managing general agent's contract or any other written, oral or parole agreement to the contrary, the following provisions are binding upon the insurer and the managing general agent:

(1) The insurer may terminate the contract for cause upon written notice to the managing general agent. The insurer may suspend the underwriting authority of the managing general agent during the pendency of any dispute regarding the cause for termination. Nothing in this section is intended to relieve the managing general agent or insurer of any other contractual obligation;

(2) The managing general agent shall render accounts to the insurer detailing all transactions and remit all funds due under the contract to the insurer on not less than a monthly basis;

7.2. The "Agency" and its assigned workers will render all such assistance as the "Company" may require in any legal or other proceeding or litigation involving the rights in said works provided however that the "Company" gives reasonable notice to the "Agency" of the need for said assistance to the "Agency" and provides reasonable compensation to the Contractor for such assistance. Further, the "Agency" agrees to provide similar assistance and support to any nominee, successor, agent or assignee of the "Company". The "Agency" will, without charge to the "Company" or its nominees, successors, or assigns (except as set out above) execute, acknowledge and deliver to the "Company" all papers, assignments and applications of copyright registration or renewal, as may be necessary to enable the "Company" to protect or publish said works by copyright or otherwise in any and all countries.

## **8. Representations and Warranties**

8.1. "Agency" represents and warrants to "Company" that:

8.1.1. "Agency" and its assigned workers has full power and authority to enter into this "Agreement" including all rights necessary to make the foregoing assignments to "Company";

8.1.2. That in performing under the "Agreement" "Agency" will not violate the terms of any "Agreement" with any third party; and

8.1.3. That "Agency" and its "Agency"-supplied workers have the right to disclose to "Company" all information transmitted to "Company" in the performance of services, and

8.1.4. That "Agency" agrees that any information submitted to "Company", whether patentable or not, may be used fully and freely by "Company".

## **9. Commencement and Termination**

9.1. The term of this "Agreement" shall commence on <<start date>> and shall continue for a period of <<specify>> thereafter. However, this "Agreement" may be terminated as a consequence of either:

9.1.1. Immediately if any person employed or assigned by "Agency", who in "Company's" opinion, is considered to be essential for successful completion of the assigned duties, becomes unavailable for cause of death or incapacity; or

### **GENERAL MARKETING AGENT**

INTERCEPT SYSTEMS, INC., a Georgia Corporation ("Servicer") and the undersigned ("Agent"), in consideration of their obligations in this Agreement and intending to be legally bound, agree as follows:

1. Definitions: For purposes of this Agreement:

a. "End-User" shall mean an end-user bank or savings bank that meets the qualifications and criteria applicable to such offering establishment by servicer for solicitation by Agent from time to time.

b. "Master Electronic Funds Transfer Services Agreement" shall mean the contract in the form, and containing the terms and conditions (including price and payment terms), established by Servicer from time to time for the electronic funds transfer ("EFT") services provided to an End-User.

c. A Master Electronic Funds Transfer Services Agreement shall be "obtained from an End-User" if and only if: (1) the End-User is located within the Territory; and (2) the Master Electronic Funds Transfer Services Agreement has been executed by an authorized representative of the End-User.

d. "Territory" shall mean the states or locations identified on Exhibit "A" hereto.

e. "Term" shall mean that period commencing on the date hereof and lasting for a period of twelve complete months and any subsequent twelve month renewal period.

2. Appointment: Subject to the terms of this Agreement, Servicer engages Agent to solicit End-Users to enter into Master Electronic Funds Transfer Services Agreements with Servicer for its EFT services. Agent may solicit End-Users only with respect to their proposed installation and use of the EFT services in the Territory. Servicer reserves the right to change the terms and conditions of its Master Electronic Funds Transfer Services Agreement at any time, and Servicer agrees to provide 30 days notice to Agent of any substantive change. Agent acknowledges that this Agreement does not confer on Agent exclusive rights in any other territory. Agent represents and warrants to Servicer that it has the authority to enter into this Agreement and to perform its terms fully.

3. Nature of Relationship: Agent shall be an independent contractor. Nothing in this Agreement shall be construed to create any other relationship. Agent is hereby advised that, as an independent contractor, it has certain responsibilities under the federal and state tax laws.

## General Agency Agreement

This agreement is made between the Principal and the Agent for the purpose of the Agency Agreement. The Principal and the Agent agree to the following terms and conditions: (1) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (2) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (3) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1.

### 1. Title Purpose Description

**Article 1:** This Agreement shall be made between the Principal and the Agent for the purpose of the Agency Agreement. The Principal and the Agent agree to the following terms and conditions: (1) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (2) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (3) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1.

### 2. Agent

**Article 2:** The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (2) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (3) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1.

### 3. Appointment

**Article 3:** The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (2) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (3) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1.

### 4. Compensation

**Article 4:** The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (2) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (3) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1.

### 5. Termination

**Article 5:** The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (2) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (3) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1.

### 6. Miscellaneous

**Article 6:** The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (2) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (3) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1.

### 7. Entire Agreement

**Article 7:** The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (2) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (3) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1.

### 8. Signatures

**Article 8:** The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (2) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1. (3) The Agent shall be authorized to act on behalf of the Principal in the territory specified in Article 1.

How to use this Document? Please fill in any additional information by following the step-by-step guide on the left hand side of the preview document and click the "Next" button. This Agency Agreement will help outline the expectations of both parties before the agency relationship actually begins. In this document, the form-filler will be able to enter pertinent identifying details about the agent and principal and a general description of the type of business that the principal normally engages in. When you are done, click the "Get Document" button and you can download the document in Word or PDF format. Without an original on file with the CBSA, your service provider cannot legally act as your broker and/or clear your goods at the border. ArbitrationArticle 20 . At the end, you receive it in Word and PDF formats. ExpensesArticle 13 . Document Type: Agreement / contract Category: Business > General Business > POA / Appointment / Authority Letter Keywords: agency agreement principal agreement . Author: DocPro Legal DocPro Legal is a team of legal professionals with a passion for making quality documents and legal contract templates widely available to the public through cutting edge technology. An employment relationship comes with additional benefits: things such as workers' compensation for some positions, or paid time off, or even health care benefits. In an Agency Agreement, the form-filled will be able to enter the most important details of the parties' relationship: things such as a description of the services that the agent will be performing, as well as the general business of the principal, and how the principal is expected to pay. Indemnity AgreementArticle 18 . A good Agency Agreement will also have both the principal and agent covered in case anything goes wrong; things such as dispute resolution and governing law should be included. You can modify it and reuse it. General Agents ReportsArticle 11 . Both parties should sign and return a copy, and once signed, both parties should get a copy. If you've found your brokerage partner and are ready to get your goods moving, download and sign your GAA today! Click to download Document Preview: Description: Agency Agreement to appoint an Agent by the Principal to perform certain services on behalf of the Principal in consideration for an agency fee. TerminationArticle 21 . How to use this document This document can be used for a principal looking to bring on an agent to take care of certain services or for an agent that is about to begin services for a principal. CompensationArticle 8 . Article 9 Audits and ExaminationsArticle 10 . Agency Agreement is used to confer power upon the agent to act on the Principal's behalf. The document includes the terms of the agency, the amount of agency fees, the date until which the Agency is valid, the jurisdiction which governs the agency. The Agency takes effect from the effective date and can be terminated by notice by one party. Please review the document carefully and make any final modifications to ensure that the details are correct before sending to the addressee. Miscellaneous Contracts & clauses Ships, ports & voyage planning Cargo Insight & info Training Events About us & our members An Agency Agreement, also sometimes called an Agent Agreement, is a document between two parties, a principal, and an agent. The document is created before your eyes as you respond to the questions. Applicable law Agency agreements in the United States are subject to both Federal laws and specific state laws, which cover general contract principles like formation and mutual understanding. The form-filler will also input the most important characteristics of the agreement between the parties, like duration for the agency (if it should continue indefinitely until the services are complete or otherwise or end at a date certain), fee information, and of course, what exactly the agency is for. We have experience in major law firms and international banks with expertise in business, commercial, finance, banking, litigation, family, succession and company laws. This letter of authority may be used to inform the authorised person of the authorisation terms. An Agency Agreement is different than an Employment Agreement because, with an Agency Agreement, no full employment relationship is created. ReinsuranceArticle 23 . DefinitionsArticle 3 . Looking for a customs brokerage service provider? The GAA is a legal requirement of the Canada Border Services Agency (CBSA). General Agents AuthorityArticle 6 . How to Tailor the Document for Your Need? Ownership of Books and Records and Miscellaneous PropertyArticle 15 . Appointment and Independent Contractor RelationshipArticle 2 . RecordsArticle 9 . Create Document: Click the "Create Document" button and the document will be prepared with your account details automatically filled in. Handling of FundsArticle 14 . Changes in Ownership, Control or ManagementArticle 17 . Federal laws may restrict what services can be contracted for (for example, a principal may not contract for an agent to do anything illegal) and certain broad categories, like contracting for something that looks more like an employment relationship, but individual state laws may govern the interpretation of the contract in case of a dispute. An agency agreement can be used for any type of agent-principal relationship, such as those for bigger businesses (where an agent might be acting for the principal among the public or signing agreements on behalf of the principal) to those for smaller business or individuals (where an agent might be doing one individual task for the principal). Once you've found your brokerage partner, you need to establish a General Agency Agreement (GAA) with them. Claims HandlingArticle 22 . Prohibited ActsArticle 24 . This is drafted in neutral terms. This document should be carefully read by the Principal and Agent. Within these agreements, the principal and agent outline their expectations for the agency behavior and agree to the bounds of the relationship between them. ConfidentialityArticle 4 . The name of the agency, the term of agency and the amount of agency fee should be clearly stated in the agency agreement. AdvertisingArticle 16 . Our lawyers are qualified in numerous common law jurisdictions including the United Kingdom, Australia, New Zealand, India, Singapore and Hong Kong. Establishment of Loss ReservesArticle 12 . Non-competitionArticle 5 . After inputting the required information, the Agreement should be printed out and signed by both parties, as well as then kept on file for both parties, for the entire duration of the Agreement as well as for a reasonable period of time thereafter. How to modify the template You fill out a form. Errors and Omissions Insurance, Surety BondArticle 19 . Directors and EmployeesArticle 7 . In an Agency Agreement, the agent agrees to take on, and the principal agrees to give the agent, certain responsibilities so that the agent may act for the principal in the specific situations described in the agreement. State-specific laws generally cover the intricacies of principal/agent relationships. Livingston's GAA is an easy-to-complete, straightforward form complete with instructions on how to accurately complete it. The principal is the person who is essentially "hiring" or engaging the agent (although an employment relationship is usually not created between the two). If either party wishes to amend the agreement in the future, both parties should agree to do so, and the original agreement and amendments should be recorded in writing and signed by both parties. Article 1 . The agent is the person that will be acting on behalf of the principal. To avoid any future disputes, both parties may wish to have their signatures witnessed. An agency relationship will contain none of these benefits and will usually only last for a short time, as opposed to an indefinite or longer contractual period for an employment relationship.

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