

JONES LEGAL FORMS ANNOTATED  
Employment Contracts

AGREEMENT BETWEEN A RETAIL COMPANY AND A BRANCH STORE, AGENT OR COM-  
MISSION COMPANY

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_,  
of \_\_\_\_\_, hereinafter called the company, and \_\_\_\_\_, of \_\_\_\_\_,  
hereinafter called the retailer, witnesseth:

The said company agrees to furnish the following kinds of goods  
to said retailer (here state kinds of goods) at \_\_\_\_\_, in \_\_\_\_\_,  
for a period of \_\_\_\_\_ years from date, for the purpose and with the  
object that said retailer shall become the agent of said company to  
sell, vend and dispose of the same in accordance with, and in con-  
sideration of, stipulations and terms hereinafter following:

Said retailer shall carefully deposit and preserve, in the  
shop, warehouse, or store, used for the purpose of said retail busi-  
ness at the time, all such goods, wares and merchandise, as may be  
sent or transmitted to him by said company.

In managing and conducting said agency, said retailer shall use  
his best endeavors and skill to procure the greatest possible sale  
of all such goods which he shall be employed to sell, either for  
ready money, or to persons of responsibility and substantial credit.

In selling upon credit, said retailer shall be circumspect and  
cautious, and make due inquiries from reliable and respectable  
persons as to the solvency of purchasers, and shall not sell to per-  
sons who are insolvent. No credit shall be given at any time to  
any person or persons for a greater length of time than \_\_\_\_\_, with-  
out the consent of said company; nor shall said retailer, without like  
consent, sell to any person on credit a greater amount than \_\_\_\_\_  
dollars.

In conducting said agency, said retailer shall conform to and  
govern himself by such orders, instructions and directions, as he  
may from time to time receive from the company. In case he shall  
receive no such orders or directions he shall act in such manner as  
he may believe to be most advantageous to the company. He shall  
account for all goods and transmit to the company all moneys, bills  
and securities received from the sale of goods at the end of each  
month, and without further demand. He shall keep books of account  
in which he shall enter all goods received from the company and all  
goods sold; to whom; whether for cash or credit, and any other matter  
or thing which in any wise might concern said agency. He shall pre-  
serve all books of account, documents, papers and writing, concerning  
said business, in a fireproof safe, to be provided by the company;  
and in case of final adjustment he shall deliver all the same to  
said company.

On the \_\_\_\_\_ day of each and every year (unless said day shall  
be Sunday, and in that case on the day following) he shall take stock,



make an inventory of all the stock on hand, and accurately balance up all books of account so that the state and condition of said agency shall appear clearly therefrom.

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Said retailer shall devote his whole time and attention exclusively to said agency, and shall not engage in any other business whatsoever nor as a competitor of the company, either on his own account or as agent, and either alone or in partnership with any person or persons whatsoever.

Said retailer shall carry on and conduct said business at No. \_\_\_\_\_ street, in \_\_\_\_\_, or in such other store in \_\_\_\_\_ as the company may appoint or direct for that purpose.

Said company shall pay said retailer once every year all such sums of money as he may have necessarily laid out for stationery, paper, books, files, postage, etc., made use of in said agency business.

It is further mutually agreed that said relation may be terminated at any time by either party on giving the other one month's notice in writing, except in case of breach, when the same shall be forfeited absolutely.

And upon any breach hereof said retailer shall forthwith turn over to said company, or its agent, all moneys, bills, securities, books of account, papers, writings, stock of goods, possession of said place of business, and all other things pertaining to or concerning said business. To that end said retailer shall give said company his bond, with sureties, executed in the penal sum of \_\_\_\_\_ dollars, conditioned to be void upon compliance with the terms of this contract.

In witness, etc.