



UNITED MACHINE AND FOUNDRY REPRESENTATIVE AGREEMENT FORM

This Agreement by and between _____, of

_____, _____, _____,

known as the Company and _____, of

_____, _____, _____,

known as the Representative: in accordance with and subject to the following specified conditions, will constitute a Representation Agreement.

1. **PRODUCT:** The Representative is hereby authorized to solicit for, and sell, castings manufactured by the Company in accordance with price lists, quotations, or other authorized documents in accordance with Company policies.
2. **TERRITORY:** The territory which the Representative is to serve is that outlined or described as follows:

The representative shall be credited with all orders solicited from mutually agreed upon accounts which are accepted by the Company from this territory and shipped during the term of this agreement, with the exception of excluded accounts detailed on the attached Schedule "A" which may be amended as agreed to by both parties.

The Representative shall be credited with all orders solicited by him (them) and accepted and shipped by the Company from this territory during the terms of this Agreement.

3. **COMPENSATION:** A commission rate of five (5) percent will be paid by the Company to the Representative on the net paid sales of all products, including set-up charges, but excluding patterns & tooling to customers within the territory. Commissions due the Representative shall be payable on or before the fifteenth day in the month following the date of shipment by the Company.
4. **RESPONSIBILITY OF REPRESENTATIVE:** The Representative, acting in accordance with practices usually observed by Manufacturers' Representatives, agrees to use its best efforts to obtain business for the Company and to promote goodwill on behalf of the Company; that it further agrees it will not obligate or contract in behalf of the Company without first having received authority to do so from the Company.

Representative shall have sole jurisdiction and responsibility for all product sales and subsequent service of parts sold in the territory; and as an independent contractor, is free to operate its business or affairs in any way whatsoever and to employ and to discharge its own employees without interference from the Company. The Representative will use all efforts to keep customers payments current and keep the Company advised of the financial condition and regular business / market conditions through verbal and / or written reports.

5. RESPONSIBILITY OF COMPANY: The Company agrees to provide promptly to the Representative copies of all inquiries, quotations, orders, schedules, correspondences, invoices, reports and other pertinent information and data as may pertain to the sales and service functions of the Representative in the territory.

The Company agrees to furnish all necessary samples, brochures, catalogs, technical information, advertising material, calling cards and stationary at no charge to the Representative when requested reasonably.

The Company reserves the right at all times to reject any and all orders upon a showing to the Representative of good cause for such rejection.

6. TERM: The term of this Agreement shall be for an indefinite period of time unless terminated in accordance with provisions set forth below.
7. TERMINATION: This Agreement may be terminated by the Company upon ninety days written notice to the Representative by Registered Mail. It is understood that the Representative shall be paid full commissions on all orders from its territory accepted by the Company prior to the ninety-first (91st) day after initial termination notice is given even though such orders may be shipped or paid for after the ninetieth (90th) day which is the date of final termination.

This Agreement may be terminated by the Representative with the understanding that the Representative will waive all right, title and interest in commissions due on any orders shipped after the ninety-first (91st) day after notice is given. It is understood that full commission will continue to be paid the Representative on any orders shipped during the ninety (90) day period after termination is given. This Agreement shall be terminated on the insolvency, bankruptcy or assignment for benefit of creditors by either party.

8. ASSIGNS: This Agreement shall be binding upon and inure to the benefits of the

Parties and their successors and assigns: provided, however that the Representative may not assign its interest in the Agreement without the consent of the Company, except to an organization in which the Representative, or its principal officer, is and remains, during the term of this Agreement, and owner, shareholder, officer or director. Conflicting representation shall be a cause for termination.

DATED AT _____, _____, this _____ day of _____, 19____

(Representative)

(Company)

BY: _____
Official

BY: _____
Official

Title

Title