



# PROPOSAL KIT SAMPLE

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## <<Company>> RESELLER AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<CustCompany>> (hereafter referred to as "VAR or Reseller") and <<Company>> (hereafter referred to as "Company").

The purpose of this Agreement (hereafter referred to as the "Agreement") is to precede a longer-term contract arrangement under which <<CustCompany>> will provide Reseller services on behalf of <<Company>>.

### Agreements

As a service, the standard VAR agreement with the Company is provided below.

#### 1. Right to Resell.

Subject to the terms and conditions of this agreement, Company grants the VAR a non-exclusive right to resell its products and services to the VAR's customers.

#### 2. Representation.

The VAR shall maintain a sales office for product promotion and is responsible for all costs incurred for the promotion and sale of Company products and services. The VAR shall conduct business in its own name and shall not represent itself as an employee or agent of the Company. Prospects may be registered with the Company and will be protected for 90 days. This protection may be renewed at the Company's discretion for a further 90 days.

#### 3. End User Pricing.

End User pricing and VAR Compensation is outlined on Exhibit A, attached, and is subject to change at the sole discretion of the Company.

#### 4. Compensation.

Reseller Initials \_\_\_\_\_ Company Initials \_\_\_\_\_

Terms of payment are C.O.D. unless credit approval has been granted by the Company. If credit approval has been granted, credit terms are net 10 days upon receipt of invoice. The Company reserves the right to revoke any credit extended if payment is in arrears or delinquent for more than 30 days.

#### **5. Non-Disclosure.**

Proprietary Information exchanged here forth shall be treated as such by the VAR and held in the strictest of confidence. This information shall include, but not be limited to, the provisions outlined in this agreement, product and services information, pricing, source code, company practices, methodology and procedures. The VAR further agrees to not distribute, decompose, disassemble, decode or reverse engineer any Company program delivered to the VAR or any portion thereof without prior written approval of the Company.

#### **6. Transfer of Rights.**

The VAR may not assign or transfer this agreement, in whole or in part without the prior written consent of the Company. In the event that the VAR contemplates whole or partial sale of its business, ownership change, or a change in its jurisdiction, the VAR shall notify <<Company>> by mail, facsimile or email no less than 60 days prior to the effective date of the event.

#### **7. Term of Agreement.**

The term of this agreement is twelve (12) months from the date of execution by the Company. This agreement shall be continuously renewed every twelve (12) months unless the VAR notifies the Company in writing thirty (30) days prior to the expiration date.

#### **8. Termination.**

The Company may terminate this agreement at its sole discretion upon the occurrence of one or more of the following events. 1) failure to comply with any provisions of the agreement upon receipt of written notice from the Company of said failure, 2) appointment of Receiver or

upon the filing of any application by the VAR seeking relief from creditors,  
3) upon mutual agreement in writing of the Company and VAR.

## 9. Disputes.

If legal proceedings are commenced to resolve a dispute arising out of, or relating to this agreement, the prevailing party shall be entitled to recover all

# DEMO CONTRACT

This demo contract has been truncated. The complete 3 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/reseller-agreements/reseller-var-contract.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Reseller Initials \_\_\_\_\_ Company Initials \_\_\_\_\_

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](https://ProposalKit.com/htm/proposal-software-products.htm)

