



# Suggested Letter: For Manufacturer Who Won't Sign A Contract

Published as a service by:  
Manufacturers' Agents Association for the Foodservice Industry (MAFSI)  
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(Date)

(Name of Officer)

(Name of Principal)

(Address)

Dear (Name of Officer):

It was a pleasure meeting with you (Specify). Per our discussion, this will confirm the terms of my firm's engagement as a sales representative for your firm commencing (Date) under the following terms and conditions:

(Rep Firm) ("The Company") agrees to represent (Name of Manufacturer) ("The Manufacturer") in the following states (Specify) for a minimum period of (Specify) from the commencement of this Agreement. The above territory will be covered exclusively by the Company with no other reps covering this territory, and there will be no house accounts in this territory.

The Company will receive a commission of (X%) of the (Specify Gross or Net) invoice amount for all orders in our exclusive territory regardless of how the order is obtained or received by you.

There will be no deductions from commissions due the Company except for (Specify). Commission checks together with accurate statements will be sent to the Company on or about the (Specify) day of the month following the month of shipment and the Manufacturer agrees to send copies of all invoices of shipments in our territory within (Specify) days after shipment.

The Company will be considered an independent contractor and will be responsible for paying all applicable social security, withholding and other employment taxes.

To cancel our Agreement, either party must send the other written notice no less than (Specify) days prior to the effective termination date. Upon termination for any reason, the Company shall be paid commissions on all shipments made after the effective termination date for accepted orders in-house before the effective termination date.

If any of the terms of this Agreement are ambiguous or incorrect, please advise me

immediately in writing. Otherwise, this Agreement shall set forth and constitute our entire understanding of this matter and may not be modified or amended to any extent, except in writing and signed by both parties.

Sincerely yours,

(Name of Rep)  
(Firm Name)

SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED

*Note:* Feel free to add whatever key terms have been negotiated between the parties in the suggested sample letter.