

Territory-Specific Distribution Agreement

This **territory-specific distribution agreement** form sample outlines the terms and conditions for exclusive product distribution within a defined geographic area. It ensures clear responsibilities between the supplier and distributor, protecting market rights and preventing overlaps. Using this template helps streamline negotiations and enforces compliance with local regulations.

Agreement Details

Agreement Date	[Insert Date]
Supplier (Owner)	[Supplier Name & Address]
Distributor	[Distributor Name & Address]
Territory	[Define Geographic Area]
Products	[List of Products/Services]

1. Grant of Distribution Rights

The Supplier hereby grants the Distributor exclusive rights to market, sell, and distribute the specified Products within the defined Territory, subject to the terms of this agreement.

2. Obligations of the Supplier

- To supply the Products as ordered by the Distributor in reasonable quantities and in accordance with agreed timelines.
- To provide necessary product information, training, and promotional materials.
- To refrain from appointing other distributors or selling directly within the Territory.

3. Obligations of the Distributor

- To actively market, promote, and sell the Products within the Territory.
- To comply with local laws and regulations related to the distribution of the Products.
- To maintain accurate records of sales and inventory.

4. Term and Termination

This agreement shall commence on the date above and remain in effect for [duration], unless terminated earlier in accordance with the termination provisions herein.

5. Intellectual Property

All trademarks, trade names, and intellectual property related to the Products remain the sole property of the Supplier. The Distributor is authorized only to use such assets for the purposes outlined in this agreement.

6. Exclusivity

The Distributor's rights to exclusively distribute the Products apply strictly within the defined Territory and for the Products specified.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes shall be resolved in the courts located within [Jurisdiction].

8. Signatures

Supplier (Authorized Signatory)	Distributor (Authorized Signatory)
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Name: _____ Title: _____ Date: _____ Signature: _____	Name: _____ Title: _____ Date: _____ Signature: _____
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This template is for sample purposes only. Consult legal counsel before executing any agreement.