

MARKETING AGENT'S AGREEMENT

This agreement ("Agreement") is made and entered into as of [date] by and between [TEFL school name] (the "School"), located at [address], and [Marketing agent name] (the "Agent"), located at [address].

WHEREAS, the School desires to retain the services of the Agent to promote the School's programs and recruit students for the School.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. **Services.** The School hereby appoints the Agent as a non-exclusive agent to promote the School's programs and recruit students for the School. The Agent shall provide the following services:
 - a. Marketing and promotion of the School's programs;
 - b. Recruitment of students for the School's programs;
 - c. Assistance with the enrolment process for prospective students.
2. **Compensation.** The Agent shall be compensated for services rendered in accordance with the following terms:
 - a. The Agent shall receive a commission of [percentage] of the tuition fees paid by each student recruited by the Agent.
 - b. The commission shall be paid to the Agent within [number] days of receipt of the tuition fees paid by the recruited student.
3. **Term.** This Agreement shall commence on [date] and shall continue for a period of [number] years, unless terminated earlier by either party upon [number] days' written notice.
4. **Representations and Warranties.** The Agent represents and warrants that:
 - a. The Agent has the legal capacity to enter into this Agreement;
 - b. The Agent shall comply with all applicable laws and regulations in promoting the School's programs and recruiting students; and
 - c. The Agent shall not make any false or misleading statements or representations regarding the School or its programs.
5. **Confidentiality.** The Agent shall keep confidential all information provided by the School, including but not limited to student records, financial information, and marketing materials.

6. **Termination.** Either party may terminate this Agreement at any time upon [number] days' written notice. Upon termination, the Agent shall immediately cease all promotional activities for the School.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [state].
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[TEFL school name]

By: _____
Name: _____
Title: _____

[Marketing agent name]

By: _____
Name: _____
Title: _____