

# TRANSIENT MERCHANT AGENT AGREEMENT

**AGREEMENT: Contract to appoint a general agent for a Transient Merchant who conducts business in Cherokee County which is not a corporation per O.C.G.A. § 43-46-3**

## TRANSIENT MERCHANT AGENT AGREEMENT

This agreement is made \_\_\_\_\_ [date], between \_\_\_\_\_ [principal], a transient merchant existing under the laws of the State of Georgia, with its principal office located at \_\_\_\_\_ [address], \_\_\_\_\_ [city], \_\_\_\_\_ [state] (“principal”), and \_\_\_\_\_ [agent], of \_\_\_\_\_ [address], \_\_\_\_\_ [city], \_\_\_\_\_ [state] (“agent”).

### RECITALS

A. Principal is a Transient Merchant of \_\_\_\_\_ [product] and desires to appoint agent as agent in Unincorporated Cherokee County

B. Agent desires to accept such appointment and to perform all the provisions of this agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

### SECTION ONE

#### DURATION

The term of the agreement created shall be for a term not to exceed one calendar year, beginning \_\_\_\_\_ [date], unless sooner terminated.

### SECTION TWO

#### AGENT’S BEST EFFORTS

Such registered agent shall be a resident of Cherokee County. Such agent may be served with any process, notice, or demand required or permitted by law to be served upon the transient merchant, in the same manner provided by law for the service of a summons and complaint.

### **SECTION THREE**

#### **COMPLIANCE WITH LAWS**

Nothing contained in this agreement shall limit or affect the right to serve any process, notice, or demand in any other manner permitted by law.

### **SECTION FOUR**

#### **FAILURE TO MAINTAIN OR SECURE A REGISTERED AGENT**

Whenever a transient merchant doing business or having done business in any county within this state shall fail to have or maintain a registered agent in the county, or whenever any such registered agent cannot with due diligence be found at his permanent address, the clerk of the superior court of said county shall be an agent of such transient merchant upon whom any such process, notice, or demand may be served. Service on the clerk of the superior court of any such process, notice, or demand shall be made by delivering to and leaving with him, or any person designated by the clerk of the superior court to receive such service, duplicate copies of such process, notice, or demand. In the event such process, notice, or demand is served on the clerk of the superior court, he shall immediately cause one of such copies to be forwarded by registered or certified mail or statutory overnight delivery to the permanent address of said transient merchant. Any such service shall be answerable in not less than 30 days.

### **SECTION FIVE**

#### **MODIFICATION AND TERMINATION**

This agreement may be terminated by either party by written notice mailed or delivered to the last known address of the other party. It is the duty of the terminating party to notify the office of the Development Service Center in Cherokee County of such termination. This agreement covers all agreements between agent and principal relating to Transient Merchant Agent Agreement. Termination of the Agent Agreement may result in revocation of the Transient Merchant Permit.

### **SECTION SIX**

#### **GOVERNING LAW**

The enforcement and interpretation of this agreement shall be governed by the laws of the State of Georgia

The parties have executed this agreement on \_\_\_\_\_ [date],

\_\_\_\_\_

\_\_\_\_\_ [Signatures]

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public



1130 Bluffs Parkway ~ Canton, GA 30114 ~ 770-721-7810

Revised 7/1/2011