**Commission Agreement**

This Commission Agreement (this "Agreement") is made effective as of [Insert Date], by and between [Insert Name of Employer], of [Insert Address, and [Insert Name of Employee], of [Insert Address].

A. [Insert Name of Employer] is engaged in the business of [Insert Type of Business Employer Operates]. [Insert Name of Employee] will primarily perform the job duties at the following location: [Insert Address Where Employee Will Work].

B. [Insert Name of Employer] desires to have the services of [Insert Name of Employee].

C. [Insert Name of Employee] is willing to be employed by [Insert Name of Employer].

Therefore, the parties agree as follows:

**1. EMPLOYMENT.**

[Insert Name of Employer] shall employ [Insert Name of Employee] as a(n) [Insert Employee's Job Title]. [Insert Name of Employee] shall provide to [Insert Name of Employer] duties as needed.

[Insert Name of Employee] accepts and agrees to such employment, and agrees to be subject to the general supervision, advice, and direction of [Insert Name of Employer] and [Insert Name of Employer]'s supervisory personnel. [Insert Name of Employee] shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to [Insert Name of Employee] from time to time by [Insert Name of Employer].

**2. BEST EFFORTS OF EMPLOYEE.**

[Insert Name of Employee] agrees to perform faithfully, industriously, and to the best of [Insert Name of Employee]'s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of [Insert Name of Employer]. Such duties shall be provided at such place(s) as the needs, business, or opportunities of [Insert Name of Employer] may require from time to time.

**3. COMPENSATION OF EMPLOYEE.**

As compensation for the services provided by [Insert Name of Employee] under this Agreement, [Insert Name of Employer] will pay [Insert Name of Employee] an annual salary of $[Insert Amount] payable monthly on the [Insert Day of the Month] day of each month. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that [Insert Name of Employee] shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which [Insert Name of Employee] has not yet been paid, and for any commission earned in accordance with [Insert Name of Employer]'s customary procedures, if applicable. Accrued vacation will be paid in accordance with state law and [Insert Name of Employer]'s customary procedures. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

**4. COMMISSION PAYMENTS.**

In addition to the payments under the preceding paragraph, As an alternative to the payments under the preceding paragraph, [Insert Name of Employee] may receive commission payments in lieu of regular compensation for any particular pay. [Insert Name of Employer] will make commission payments to [Insert Name of Employee] based on [Insert Commission Basis]. This commission will be paid monthly on the [Insert Day of the Month] day of the following month.

**5. EXPENSE REIMBURSEMENT.**

[Insert Name of Employer] will reimburse [Insert Name of Employee] for "out-of-pocket" expenses incurred by [Insert Name of Employee] in accordance with [Insert Name of Employer]'s policies in effect from time to time.

**6. TERM/TERMINATION.**

[Insert Name of Employee]'s employment under this Agreement shall be for an unspecified term on an "at-will" basis. If [Insert Name of Employee] is in violation of this Agreement, [Insert Name of Employer] may terminate employment without notice and with compensation to [Insert Name of Employee] only to the date of such termination. The compensation paid under this Agreement shall be [Insert Name of Employee]'s exclusive remedy.

**7. COMPLIANCE WITH EMPLOYER'S RULES.**

[Insert Name of Employee] agrees to comply with all of the rules and regulations of [Insert Name of Employer].

**8. RETURN OF PROPERTY.**

Upon termination of this Agreement, [Insert Name of Employee] shall promptly deliver to [Insert Name of Employer] all property which is [Insert Name of Employer]'s property or related to [Insert Name of Employer]'s business (including but not limited to keys, records, notes, data, memoranda, models, and equipment) that is in [Insert Name of Employee]'s possession or under [Insert Name of Employee]'s control.

**9. NOTICES.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

**Employer:**

[Insert Name of Employer]

[Insert Name]

[Insert Title]

[Insert Address]

**Employee:**

[Insert Name of Employee]

[Insert Address]

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**10. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**11. AMENDMENT.**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**12. SEVERABILITY.**

If any provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provision(s) shall continue to be valid and enforceable. If a court finds that any provision(s) of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**13. WAIVER OF CONTRACTUAL RIGHT.**

The failure of either party to enforce any provision(s) of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**14. APPLICABLE LAW.**

This Agreement shall be governed by the laws of the State of [Insert State].

**15. SIGNATORIES.**

This Agreement shall be signed by [Insert Name], Administrative Assistant on behalf of [Insert Name of Employer] and by [Insert Name of Employee] in an individual capacity. This Agreement is effective as of the date first above written.

**EMPLOYER:**

[Insert Name of Employer]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Name]

[Insert Title]

AGREED TO AND ACCEPTED.

**EMPLOYEE:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Name of Employee]