DEALER

# SALES CONSULTANT COMPENSATION AGREEMENT

Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“Dealer”) (“EMPLOYEE”)

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This sales consultant compensation agreement is entered into by and between Dealer and Employee on the\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (year)\_\_\_\_\_\_\_\_\_\_\_\_ .

Dealer and employee hereby agree as follows:

1. Dealer will employ Employee in the position of Sales Consultant, subject to the terms and conditions set forth herein, and subject to other terms and conditions as determined by Dealer from time to time, including those in Dealers’ Employee Handbook and directives from management.
2. Employee shall be compensated on the basis of commissions, with new equipment sales made by Employee paid at \_\_\_% of gross profit (sale price less landed cost equals gross profit), reduced by any draws paid to Employee.
3. Compensation set forth in paragraph 2 will be determined from the Employees Delivered Business, as shown on Dealers’ monthly sales report. (“Delivered Business” is defined as all merchandise ordered by Dealers’ customers through Employee and physically delivered to and accepted by customers.)
4. Payment of said commission compensation would be by draw or other periodic payment in accordance with Dealers’ policies, which may be adjusted from time to time.
5. Employee may receive further compensation from sales incentive and SPIFF programs, which may be offered by Dealer from time to time.
6. Employee is employed at will, and is free to terminate his/her employment at any time, and for any reason, and Dealer reserves the same right; provided, however, the if employee provides two weeks’ written notice of intent to terminate and continues to work in good standing through said two week period, Employee’s final compensation shall include commissions, and applicable sales incentives on Delivered Business for a period of four weeks after employees last day worked.
7. If Employee terminates without written notice, fails to continue to work, fails to accurately and completely prepare all sales orders and delivery instructions, or fails to comply with the provisions of paragraph 10 below, final compensation shall be limited to commission compensation earned on Delivered and paid for Business through the last day worked.
8. If Dealer terminates Employee, final compensation shall be commission compensation and sales incentives earned on Delivered and paid for Business through the last day worked, less any unpaid draws or other amounts owed Dealer.
9. If an Employee terminates due to death, disability, or retirement, Employee will be paid all commission compensation, or applicable sales incentives, on Delivered and paid for Business through the last day worked.
10. As an inducement to Dealer to hire Employee, Employee hereby agrees that in the event Employee’s employment is terminated, for any reason, Employee will not, directly or indirectly, compete with Dealer, or engage in the sale of Business equipment and Systems within 20 miles of any Dealer location for a period of one (1) year following such termination. In the event of a violation of this paragraph 10 by Employee, Employee understands that Dealer can withhold any amounts otherwise due to Employee as compensation and seek injunctive relief and damages incurred. Employee shall be responsible for all attorney’s fees and costs incurred in the successful enforcement of this Agreement.
11. Employee hereby agrees never to divulge or discuss to any person, firm, or corporation, any confidential information acquired while an employee of Dealer, including but not limited to, retail and wholesale prices, advertising plans, discounting plans, customer lists, customer agreements, lease terms, customer relations policies, accounting information, proprietary computer programs and /or computer information, or sales volumes.
12. Employee understands that if Employee fails to generate sufficient commissions to cover Employee’s draw within 60 (sixty) days of completion of Employees initial employment period [90 (ninety) days from hire date], Employee is subject to termination for inadequate performance. In addition, if Employee fails to generate sufficient commissions to cover Employee’s draw for any two consecutive months, Employee is subject to termination for inadequate performance.
13. If Employee’s commission income is less than his/her draw in a given month, the “shortfall” will be deducted from the following months’ commissions until the shortfall has been fully repaid to Dealer. Shortfalls in commission income will not be charged back to Employee for the first three months of his/her employment with Dealer.

DEALER: EMPLOYEE:

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