


I'm not robot  reCAPTCHA

Continue

Sales agent agreement template

Created by:[Employer.FirstName][Employer.LastName][Employer.Company]Prepared for:[Representative.FirstName][Representative.LastName][Representative.Company]A sales commission agreement covers what incentives you can offer sales representatives who come to work for you or your company. It is often used in addition to a base salary agreement because it provides details on how a salesperson receives a commission on each sale. This sales commission agreement is entered into by and between [Employer.Company], "Employer," and [Representative.FirstName][Representative.LastName], "Representative." The purpose of this agreement is to document the sales commission structure that will govern compensation for goods or services sold by the Representative on behalf of the Employer. The purpose of this sales commission agreement template is to establish a formal contract between a company and an individual, in which that individual is authorized to sell the company's goods or services and agrees to be compensated according to the company's sales commission policy. There's always a chance that something happens beyond either party's control that impacts the agreement. If this happens, work that is complete should be paid, but the remaining contract may be voided. The laws of your state may affect what is considered acceptable in voiding a contract. This sales commission agreement serves as authorization for the Representative to sell goods or services on behalf of the Employer. These rights are non-transferable and non-exclusive. The Employer reserves the right to restrict the Representative's rights, including geographic restrictions. The Representative agrees to sell goods and services under the Employer's brand. Goods or services may not be rebranded for any reason. The Representative agrees to abide by the Employer's pricing policies. The Representative shall not offer discounts without the Employer's written approval. This section outlines the permissions that the business gives to the sales rep. If the product is not sold according to the guidelines, then the commission can be reduced or removed. Any breach of the agreement may void the terms of your payment. The Representative agrees to use company-provided and approved documentation and tools for recording, submitting, and tracking sales and opportunities. This includes the use of company order forms, CRM, and other systems as necessary. The Representative further agrees to avoid use of any documentation that has not been approved by the Employer for the purpose of this Sales Commission Agreement. If you expect your representatives to use certain branded documents, include them as part of the contract. If you expect documents to be shared with your business on a certain schedule, add that as well. You can list them in this section of the template, or attach blank versions of required documents at the end of the template.The Representative acknowledges that over the duration of the Agreement, they may become familiar with confidential information regarding the Employer. Therefore, during the term of this contract and for a period of (Number of years) years after the end of this Agreement, the Representative agrees that they will not, in any way, be involved in the operations of a business that is considered to be in competition with the Employer's current products and/or business. Nothing in this Agreement will prevent the Representative from being a passive owner of any such businesses with the understanding that they will not, in any manner, participate in the operations of that business. This is especially important if you have a sales agent working as an independent contractor. If you specialize in a particular field of work, negotiate the terms of your non-compete clause with wording such as "the sales associate may agree not to work with a competing business within 100 miles." If you require representatives to sign a separate non-compete agreement, be sure that this section of the sales commission agreement template matches that document's terms. The Representative shall act in the best interests of the Employer in regards to confidential information and intellectual property at all times. This includes refraining from disclosing any information deemed proprietary, sensitive, or confidential to any third party.It's important that the confidentiality of your business and clients are protected. Employees and contractors can slip up in casual conversation and, without meaning to do so, break the terms of this agreement. If you need to take legal action against a sales representative, you want to make sure that you have a solid case. A non-disclosure clause gives you that peace of mind. The Employer requires that the Representative meets a minimum sales quota to stay active as a [Representative.Title]. These quotas are established at the sole discretion of the Employer, as outlined in this Agreement. If the Representative doesn't meet sales quotas for (Number of Months) consecutive months, this Agreement may be terminated.The Employer expects each Representative to complete sales totaling (Number) in profit for the Employer per month. The sales total may vary based on the profit margin of each individual product sold. The Employer does not offer paid time off to employees in the role of [Representative.Title]. Any time off shall be unpaid. It is understood that the Representative is still responsible for meeting sales quota goals unless time off falls under the Family Medical Leave Act (FMLA) guidelines.The Representative is solely responsible for maintaining time records of their work hours and ensuring they take breaks as required by law in [Representative.State]. The Representative must record the time they begin work, end work, and take meal breaks. Any rest breaks of less than twenty (20) minutes are considered paid and do not need to be documented for the purposes of calculating hours worked. If the Representative does not take a non-working meal break during the workday as required by law, it may result in termination of this agreement.The Representative may earn compensation in different ways based on their performance. Each earning calculation is outlined clearly so that the Representative may calculate their anticipated earnings as they track their own performance. All earnings get calculated during a calendar month, regardless of the number of working days, holidays, or time off taken by the Representative.Use the text field in this section of the template to detail your company's sales commission policy. Be sure to list any relevant details, such as quotas, variable commission percentages, draws, or payout schedules. If you are going to reimburse for specific business expenses, it should be noted in the commission structure. The Representative earns a percentage of the profit made from each sale. The Employer calculates commission based on the profit amount of a single sale:Sales profits up to \$(Number) earn(Percentage)% commissionSales profits between \$(Number) and \$(Number) earn (Percentage)% commissionSales profits of \$(Number) or more earn (Percentage)% commissionThe Employer calculates percentages based on the business's profit on the sale. For example, if the Representative makes a sale of \$6,000, the commission would be calculated at 7%. If the profit margin on this sale is \$2,500, then the Representative earns \$175. The Employer pays commissions on the [Date] of each month for the previous month. For example, all commissions earned in January may be paid on February [Date].Multiple sales to a single individual or business during a calendar month do not accumulate for a higher earned rate. Each closed sale includes any number of items paid in full by a purchaser on a single invoice. If a sale is not finalized by the last day of the month, the commission is included on the next month's commission.If either party terminates this Agreement for any reason, the termination date is the last date that the Representative is eligible for earned commissions. Any sales completed after the date of termination are not eligible for commission payments.The Representative is rewarded for exceeding the sales quota during a calendar month based on the following calculation:Sales totaling up to \$(Number) earn (Percentage)% bonusSales totaling between \$(Number) and \$(Number) earn (Percentage)% bonusSales totaling of \$(Number) or more earn(Percentage)% bonusA quarterly bonus of \$(Number) is paid to any Representative who exceeds their sales quota by any amount \$(Number) months in a row. An annual bonus of \$(Number) is paid to any Representative who exceeds their sales quota by any amount for \$(Number) consecutive months in a calendar year. Bonuses do not compound as the sales quota increases. Bonuses are paid at the same time as monthly sales commission earnings. The hourly pay rate for the Representative is (Amount), which is the minimum wage in [Representative.State]. Commissions for sales are paid in addition to this rate. The Representative must document their working hours in the Employer's CRM and/or other documentation systems as outlined in the section titled "Documentation" above. If the Representative does not properly track their sales and sales efforts as expected, it may result in termination of the agreement.As a commission-based employee of [Representative.Company], the Representative is exempt from overtime pay. Any hours worked over forty (40) per calendar workweek shall be paid at the regular hourly rate.The Representative is subject to paying back commission on any items that a customer returns for any reason other than a product defect. Owed commission paybacks are calculated and taken out of the Representative's current month earned commissions.

SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (the "Agreement") is made and effective [DATE].

BETWEEN: **[YOUR COMPANY NAME]** (the "Company"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at [YOUR COMPLETE ADDRESS]

AND: **[SALES REPRESENTATIVE NAME]** (the "Sales Representative"), an individual with his main address located at [COMPLETE ADDRESS], a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at [COMPLETE ADDRESS]

SALES REPRESENTATIVE AGREES TO:

- Represent and sell the Company's products/services in the geographic area known as [AREA NAME].
- Accurately represent and state Company policies to all potential and present customers.
- Promptly mail in all leads and orders to the Company.
- Inform the sales manager of all problems concerning Company customers within the sales territory.
- Inform the sales manager if the Sales Representative is representing, or plans to represent any other business firm. In no event shall sales representative represent a competitive company or product line either within or outside the designated sales area.
- Telephone the Company with reasonable frequency to discuss sales activity within the territory.
- Provide company [NUMBER] days' notice should the Representative intend to terminate this Agreement.
- Return promptly all materials and samples provided by the Company to the Representative, if either party terminates this agreement.

THE COMPANY AGREES TO:

- Pay the following commissions to the Sales Representative:
 - [%] of all prepaid sales, except as stated in (4) below.
 - [%] of all credit sales, except as stated in (4) below.

Sales Representative Agreement

Page 1 of 2

The laws of your state may affect what is considered acceptable in voiding a contract. This sales commission agreement serves as authorization for the Representative to sell goods or services on behalf of the Employer. These rights are non-transferable and non-exclusive. The Employer reserves the right to restrict the Representative's rights, including geographic restrictions. The Representative agrees to sell goods and services under the Employer's brand. Goods or services may not be rebranded for any reason. The Representative agrees to abide by the Employer's written approval. This section outlines the permissions that the business gives to the sales rep. If the product is not sold according to the guidelines, then the commission can be reduced or removed. Any breach of the agreement may void the terms of your payment. The Representative agrees to use company-provided and approved documentation and tools for recording, submitting, and tracking sales and opportunities. This includes the use of company order forms, CRM, and other systems as necessary. The Representative further agrees to avoid use of any documentation that has not been approved by the Employer for the purpose of this Sales Commission Agreement. If you expect your representatives to use certain branded documents, include them as part of the contract. If you expect documents to be shared with your business on a certain schedule, add that as well. You can list them in this section of the template, or attach blank versions of required documents at the end of the template.The Representative acknowledges that over the duration of the Agreement, they may become familiar with confidential information regarding the Employer. Therefore, during the term of this contract and for a period of (Number of years) years after the end of this Agreement, the Representative agrees that they will not, in any way, be involved in the operations of a business that is considered to be in competition with the Employer's current products and/or business. Nothing in this Agreement will prevent the Representative from being a passive owner of any such businesses with the understanding that they will not, in any manner, participate in the operations of that business. This is especially important if you have a sales agent working as an independent contractor. If you specialize in a particular field of work, negotiate the terms of your non-compete clause with wording such as "the sales associate may agree not to work with a competing business within 100 miles." If you require representatives to sign a separate non-compete agreement, be sure that this section of the sales commission agreement template matches that document's terms. The Representative shall act in the best interests of the Employer in regards to confidential information and intellectual property at all times. This includes refraining from disclosing any information deemed proprietary, sensitive, or confidential to any third party.It's important that the confidentiality of your business and clients are protected. Employees and contractors can slip up in casual conversation and, without meaning to do so, break the terms of this agreement. If you need to take legal action against a sales representative, you want to make sure that you have a solid case. A non-disclosure clause gives you that peace of mind. The Employer requires that the Representative meets a minimum sales quota to stay active as a [Representative.Title]. These quotas are established at the sole discretion of the Employer, as outlined in this Agreement. If the Representative doesn't meet sales quotas for (Number of Months) consecutive months, this Agreement may be terminated.The Employer expects each Representative to complete sales totaling (Number) in profit for the Employer per month. The sales total may vary based on the profit margin of each individual product sold. The Employer does not offer paid time off to employees in the role of [Representative.Title]. Any time off shall be unpaid. It is understood that the Representative is still responsible for meeting sales quota goals unless time off falls under the Family Medical Leave Act (FMLA) guidelines.The Representative is solely responsible for maintaining time records of their work hours and ensuring they take breaks as required by law in [Representative.State]. The Representative must record the time they begin work, end work, and take meal breaks. Any rest breaks of less than twenty (20) minutes are considered paid and do not need to be documented for the purposes of calculating hours worked. If the Representative does not take a non-working meal break during the workday as required by law, it may result in termination of this agreement.The Representative may earn compensation in different ways based on their performance. Each earning calculation is outlined clearly so that the Representative may calculate their anticipated earnings as they track their own performance. All earnings get calculated during a calendar month, regardless of the number of working days, holidays, or time off taken by the Representative.Use the text field in this section of the template to detail your company's sales commission policy. Be sure to list any relevant details, such as quotas, variable commission percentages, draws, or payout schedules. If you are going to reimburse for specific business expenses, it should be noted in the commission structure. The Representative earns a percentage of the profit made from each sale. The Employer calculates commission based on the profit amount of a single sale:Sales profits up to \$(Number) earn(Percentage)% commissionSales profits between \$(Number) and \$(Number) earn (Percentage)% commissionSales profits of \$(Number) or more earn (Percentage)% commissionThe Employer calculates percentages based on the business's profit on the sale. For example, if the Representative makes a sale of \$6,000, the commission would be calculated at 7%.

INDEPENDENT CONTRACTOR AGREEMENT SALES AGENT

This Agreement entered into on the ___ day of _____, 20___ between Doctor Backus, LLC

(hereinafter referred to as "the Company") and _____

(hereinafter referred to as "the Agent") shall remain in effect from this date until terminated by either party.

The parties agree that:

1. STATEMENT OF EMPLOYMENT

Effective this date, the Company acknowledges Agent as an authorized sales representative for the products and services of the Company. Agent acknowledges that he/she will be an independent contractor. The Company will not be responsible for filing or paying any local, federal or state taxes. Furthermore, the Company will not provide retirement or any other benefits subsidiary to employment.

2. DUTIES OF SALES AGENT

Agent shall carry out the customary duties of a sales representative. This includes, but is not limited to, solicitation of new clients and conducting marketing/promotional efforts in accordance with guidelines established by Company.

Agent is financially responsible for creation, reproduction and distribution of all marketing and sales materials used to solicit the Company's products and services. Agents who are deemed by Company to not be actively marketing Company's products and services, will lose their authorized agent status and may be compensated in accordance with the currently in-place commission schedule for related agents.

Under no circumstances will an Agent accept payment for services directly from client. All administrative and back-office functions, including billing, shall be the sole responsibility of Company. Agent may be requested to assist in remedying a situation which has caused a client account to become delinquent.

3. SALES COMMISSIONS

Company will pay Agent who is verified to be the procuring cause of a sale, a royalty/flat commission or an earn-out/price split (whichever is most beneficial to Agent). Commissions will be paid on net and prior sales (product compensation) provided the agent is an authorized representative in good standing.

4. TERMINATION OF AGREEMENT; TERMINATION

Agent or Company may terminate this Agreement by providing 30-days written notification to other party. The Company reserves the right to immediately terminate this agreement if Agent violates any of the sale terms of Company - misrepresents the product or its capabilities, or otherwise violates established company policies.

If this happens, work that is complete should be paid, but the remaining contract may be voided. The laws of your state may affect what is considered acceptable in voiding a contract. This sales commission agreement serves as authorization for the Representative to sell goods or services on behalf of the Employer. These rights are non-transferable and non-exclusive. The Employer reserves the right to restrict the Representative's rights, including geographic restrictions. The Representative agrees to sell goods and services under the Employer's brand. Goods or services may not be rebranded for any reason. The Representative agrees to abide by the Employer's pricing policies. The Representative shall not offer discounts without the Employer's written approval. This section outlines the permissions that the business gives to the sales rep. If the product is not sold according to the guidelines, then the commission can be reduced or removed. Any breach of the agreement may void the terms of your payment. The Representative agrees to use company-provided and approved documentation and tools for recording, submitting, and tracking sales and opportunities. This includes the use of company order forms, CRM, and other systems as necessary. The Representative further agrees to avoid use of any documentation that has not been approved by the Employer for the purpose of this Sales Commission Agreement. If you expect your representatives to use certain branded documents, include them as part of the contract. If you expect documents to be shared with your business on a certain schedule, add that as well. You can list them in this section of the template, or attach blank versions of required documents at the end of the template.The Representative acknowledges that over the duration of the Agreement, they may become familiar with confidential information regarding the Employer. Therefore, during the term of this contract and for a period of (Number of years) years after the end of this Agreement, the Representative agrees that they will not, in any way, be involved in the operations of a business that is considered to be in competition with the Employer's current products and/or business. Nothing in this Agreement will prevent the Representative from being a passive owner of any such businesses with the understanding that they will not, in any manner, participate in the operations of that business. This is especially important if you have a sales agent working as an independent contractor. If you specialize in a particular field of work, negotiate the terms of your non-compete clause with wording such as "the sales associate may agree not to work with a competing business within 100 miles." If you require representatives to sign a separate non-compete agreement, be sure that this section of the sales commission agreement template matches that document's terms. The Representative shall act in the best interests of the Employer in regards to confidential information and intellectual property at all times. This includes refraining from disclosing any information deemed proprietary, sensitive, or confidential to any third party.It's important that the confidentiality of your business and clients are protected. Employees and contractors can slip up in casual conversation and, without meaning to do so, break the terms of this agreement. If you need to take legal action against a sales representative, you want to make sure that you have a solid case. A non-disclosure clause gives you that peace of mind. The Employer requires that the Representative meets a minimum sales quota to stay active as a [Representative.Title]. These quotas are established at the sole discretion of the Employer, as outlined in this Agreement. If the Representative doesn't meet sales quotas for (Number of Months) consecutive months, this Agreement may be terminated.The Employer expects each Representative to complete sales totaling (Number) in profit for the Employer per month. The sales total may vary based on the profit margin of each individual product sold. The Employer does not offer paid time off to employees in the role of [Representative.Title]. Any time off shall be unpaid. It is understood that the Representative is still responsible for meeting sales quota goals unless time off falls under the Family Medical Leave Act (FMLA) guidelines.The Representative is solely responsible for maintaining time records of their work hours and ensuring they take breaks as required by law in [Representative.State]. The Representative must record the time they begin work, end work, and take meal breaks. Any rest breaks of less than twenty (20) minutes are considered paid and do not need to be documented for the purposes of calculating hours worked. If the Representative does not take a non-working meal break during the workday as required by law, it may result in termination of this agreement.The Representative may earn compensation in different ways based on their performance. Each earning calculation is outlined clearly so that the Representative may calculate their anticipated earnings as they track their own performance. All earnings get calculated during a calendar month, regardless of the number of working days, holidays, or time off taken by the Representative.Use the text field in this section of the template to detail your company's sales commission policy. Be sure to list any relevant details, such as quotas, variable commission percentages, draws, or payout schedules. If you are going to reimburse for specific business expenses, it should be noted in the commission structure. The Representative earns a percentage of the profit made from each sale. The Employer calculates commission based on the profit amount of a single sale:Sales profits up to \$(Number) earn(Percentage)% commissionSales profits between \$(Number) and \$(Number) earn (Percentage)% commissionSales profits of \$(Number) or more earn (Percentage)% commissionThe Employer calculates percentages based on the business's profit on the sale. For example, if the Representative makes a sale of \$6,000, the commission would be calculated at 7%.

MANUFACTURER / REPRESENTATIVE AGREEMENT

This Agreement, made this _____ day of _____, 20____ by and between _____, a corporation, incorporated under the laws of the State of _____, having its principal office at _____ ["Principal"] and _____ a _____ organized under the laws of the State of California, having its principal office at _____ ["Representative"] is as follows:

FOR AND IN CONSIDERATION of the mutual promises hereinafter set forth, the parties hereto do hereby agree that:

1. Exclusive Right to Represent

Principal grants to Representative the exclusive right to represent Principal in the specific territory defined in Paragraph 2 in connection with all sales, rentals and leases of Principal's products and services described in Paragraph 3. Representative hereby accepts said appointment.

2. Territory

The Representative's Territory consists of the geographical areas and/or locations set forth in Appendix A, attached hereto and incorporated herein by reference.

3. Products

This Agreement covers all products and services currently offered for sale, rent or lease by Principal as well as those products and services developed or added by Principal during the term of this Agreement, hereinafter collectively referred to as "Products."

4. Duties of Representative

Representative has the following responsibilities:

- Use its best efforts to promote, solicit and procure orders for the Products within the Territory on behalf of the Principal under the Principal's standard terms and conditions of sale.
- Maintain a sales office in the Territory which shall be open and staffed during normal business hours. Representative will conduct all of its business in its own name and in such manner as it may seem fit. Representative will pay all expenses of its office and activities and be responsible for the acts and expenses of its employees
- Evaluate potential customers' needs and relate these requirements to Principal.

The purpose of this sales commission agreement template is to establish a formal contract between a company and an individual, in which that individual is authorized to sell the company's goods or services and agrees to be compensated according to the company's sales commission policy. There's always a chance that something happens beyond either party's control that impacts the agreement. If this happens, work that is complete should be paid, but the remaining contract may be voided. The laws of your state may affect what is considered acceptable in voiding a contract. This sales commission agreement serves as authorization for the Representative to sell goods or services on behalf of the Employer. These rights are non-transferable and non-exclusive. The Employer reserves the right to restrict the Representative's rights, including geographic restrictions. The Representative agrees to sell goods and services under the Employer's brand. Goods or services may not be rebranded for any reason. The Representative agrees to abide by the Employer's pricing policies. The Representative shall not offer discounts without the Employer's written approval. This section outlines the permissions that the business gives to the sales rep. If the product is not sold according to the guidelines, then the commission can be reduced or removed. Any breach of the agreement may void the terms of your payment. The Representative agrees to use company-provided and approved documentation and tools for recording, submitting, and tracking sales and opportunities. This includes the use of company order forms, CRM, and other systems as necessary. The Representative further agrees to avoid use of any documentation that has not been approved by the Employer for the purpose of this Sales Commission Agreement. If you expect your representatives to use certain branded documents, include them as part of the contract. If you expect documents to be shared with your business on a certain schedule, add that as well. You can list them in this section of the template, or attach blank versions of required documents at the end of the template. The Representative acknowledges that over the duration of the Agreement, they may become familiar with confidential information regarding the Employer. Therefore, during the term of this contract and for a period of (Number of years) years after the end of this Agreement, the Representative agrees that they will not, in any way, be involved in the operations of a business that is considered to be in competition with the Employer's current products and/or business. Nothing in this Agreement will prevent the Representative from being a passive owner of any such businesses with the understanding that they will not, in any manner, participate in the operations of that business. This is especially important if you have a sales agent working as an independent contractor. If you specialize in a particular field of work, negotiate the terms of your non-compete clause with wording such as "the sales associate may agree not to work with a competing business within 100 miles." If you require representatives to sign a separate non-compete agreement, be sure that this section of the sales commission agreement template matches that document's terms. The Representative shall act in the best interests of the Employer in regards to confidential information and intellectual property at all times. This includes refraining from disclosing any information deemed proprietary, sensitive, or confidential to any third party. It's important that the confidentiality of your business and clients are protected. Employees and contractors can slip up in casual conversation and, without meaning to do so, break the terms of this agreement. If you need to take legal action against a sales representative, you want to make sure that you have a solid case. A non-disclosure clause gives you that peace of mind. The Employer requires that the Representative meets a minimum sales quota to stay active as a [Representative.Title]. These quotas are established at the sole discretion of the Employer, as outlined in this Agreement. If the Representative doesn't meet sales quotas for (Number of Months) consecutive months, this Agreement may be terminated. The Employer expects each Representative to complete sales totaling (Number) in profit for the Employer per month. The sales total may vary based on the profit margin of each individual product sold. The Employer does not offer paid time off to employees in the role of [Representative.Title]. Any time off shall be unpaid. It is understood that the Representative is still responsible for meeting sales quota goals unless time off falls under the Family Medical Leave Act (FMLA) guidelines. The Representative is solely responsible for maintaining time records of their work hours and ensuring they take breaks as required by law in [Representative.State]. The Representative must record the time they begin work, end work, and take meal breaks. Any rest breaks of less than twenty (20) minutes are considered paid and do not need to be documented for the purposes of calculating hours worked. If the Representative does not take a non-working meal break during the workday as required by law, it may result in termination of this agreement. The Representative may earn compensation in different ways based on their performance. Each earning calculation is outlined clearly so that the Representative may calculate their anticipated earnings as they track their own performance. All earnings get calculated during a calendar month, regardless of the number of working days, holidays, or time off taken by the Representative. Use the text field in this section of the template to detail your company's sales commission policy. Be sure to list any relevant details, such as quotas, variable commission percentages, draws, or payout schedules. If you are going to reimburse for specific business expenses, it should be noted in the commission structure. The Representative earns a percentage of the profit made from each sale. The Employer calculates commission based on the profit amount of a single sale: Sales profits up to \$(Number) earn (Percentage)% commission. Sales profits between \$(Number) and \$(Number) earn (Percentage)% commission. Sales profits between \$(Number) and \$(Number) earn (Percentage)% commission. Sales profits of \$(Number) or more earn (Percentage)% commission. The Employer calculates percentages based on the business's profit on the sale. For example, if the Representative makes a sale of \$6,000, the commission would be calculated at 7%. If the profit margin on this sale is \$2,500, then the Representative earns \$175. The Employer pays commissions on the [Date] of each month for the previous month. For example, all commissions earned in January may be paid on February [Date]. Multiple sales to a single individual or business during a calendar month do not accumulate for a higher earned rate. Each closed sale includes any number of items paid in full by a purchaser on a single invoice. If a sale is not finalized by the last day of the month, the commission is included on the next month's commission. If either party terminates this Agreement for any reason, the termination date is the last date that the Representative is eligible for earned commissions. Any sales completed after the date of termination are not eligible for commission payments. The Representative is rewarded for exceeding the sales quota during a calendar month based on the following calculation: Sales totaling up to \$(Number) earn (Percentage)% bonus. Sales totaling between \$(Number) and \$(Number) earn (Percentage)% bonus. Sales totaling between \$(Number) and \$(Number) earn (Percentage)% bonus. Sales totaling of \$(Number) or more earn (Percentage)% bonus. A quarterly bonus of \$(Number) is paid to any Representative who exceeds their sales quota by any amount \$(Number) months in a row. An annual bonus of \$(Number) is paid to any Representative who exceeds their sales quota by any amount for \$(Number) consecutive months in a calendar year. Bonuses do not compound as the sales quota increases. Bonuses are paid at the same time as monthly sales commission earnings. The hourly pay rate for the Representative is (Amount), which is the minimum wage in [Representative.State]. Commissions for sales are paid in addition to this rate. The Representative must document their working hours in the Employer's CRM and/or other documentation systems as outlined in the section titled "Documentation" above.

SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (the "Agreement") is made and entered on _____ by and between Vieth Consulting, LLC (the "Company") and _____ ("Sales Representative") (collectively referred to as the "Parties").

The Parties agree as follows:

- SERVICES:**
 - The Company shall engage Sales Representative to sell and promote as its authorized exclusive agent or non-exclusive agent *(check one)* the following services or products of the Company, which may be changed by the Company for time to time: _____

(the "Products"). The Company shall, in its sole discretion, determine the sales price and terms of sale for the Products.
 - Sales Representative, except as directed by the Company, shall determine the method, details, and means of performing the services described above, however, Sales Representative agrees to devote a minimum of _____ hours per week to said services.
 - Sales Representative also shall periodically or at the Company's request, submit documentation of the services performed by the Sales Representative on behalf of the Company pursuant to this Agreement. From time to time, the Company may establish performance goals for Sales Representative, and the failure to reach such performance goals may be cause for termination of this Agreement.
- TERRITORY:** The Sales Representative will sell and promote the Products in the following geographical area, which may be changed from time to time by the Company: _____

- COMPENSATION:** For services provided, the Company will pay Sales Representative the following commission percentage: _____% of the Sales

Sales Representative Agreement - 1 - Initials _____/_____/_____

SALES AGENCY AGREEMENT

This Sales Agency Agreement (the "Agreement") is effective [DATE].

BETWEEN: [YOUR COMPANY NAME] (the "Company"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at: [YOUR COMPLETE ADDRESS]

AND: [COMPANY NAME] (the "Sales Agent"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at: [COMPLETE ADDRESS]

WHEREAS Company desires to engage the services of the Sales Agent in the capacity of independent sales agent in the Territory, as hereinafter defined, and the Sales Agent desires to provide his services to Company in the capacity of independent sales agent on the terms and conditions hereinafter set out.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective upon the date of its execution (which shall be taken to mean the date first appearing on page one hereof), and shall continue in full force and effect (unless sooner terminated in one of the manners provided hereinafter) for [NUMBER] full year from said date. Furthermore, this Agreement shall continue in full force and effect for successive one-year periods from and after the initial year term hereof, provided that the Sales Agent has complied with all the terms and conditions hereof and both parties hereto mutually agree upon the terms and conditions of renewal.

2. SALE OF PRODUCTS

2.1. The Sales Agent will act as exclusive Sales Agent for Company in the following territories (hereinafter referred to as the "Territory"), namely:

2.2. The Sales Agent agrees to sell and promote the sale of such of the products of Company as Company may from time to time designate, at such prices and on such terms and conditions as Company shall specify and approve (hereinafter referred to as "Company Products"). Without limiting the generality of the foregoing, it shall be the responsibility of the Sales Agent to sell Company's line consisting of the following products:

Without incurring any liability to the Sales Agent, Company shall have the right at any time and from time to time to modify the specifications or features or to discontinue the sale of any products.

There's always a chance that something happens beyond either party's control that impacts the agreement. If this happens, work that is complete should be paid, but the remaining contract may be voided. The laws of your state may affect what is considered acceptable in voiding a contract. This sales commission agreement serves as authorization for the Representative to sell goods or services on behalf of the Employer. These rights are non-transferable and non-exclusive. The Employer reserves the right to restrict the Representative's rights, including geographic restrictions. The Representative agrees to sell goods and services under the Employer's brand. Goods or services may not be rebranded for any reason. The Representative agrees to abide by the Employer's pricing policies. The Representative shall not offer discounts without the Employer's written approval. This section outlines the permissions that the business gives to the sales rep. If the product is not sold according to the guidelines, then the commission can be reduced or removed. Any breach of the agreement may void the terms of your payment. The Representative agrees to use company-provided and approved documentation and tools for recording, submitting, and tracking sales and opportunities. This includes the use of company order forms, CRM, and other systems as necessary. The Representative further agrees to avoid use of any documentation that has not been approved by the Employer for the purpose of this Sales Commission Agreement. If you expect your representatives to use certain branded documents, include them as part of the contract. If you expect documents to be shared with your business on a certain schedule, add that as well. You can list them in this section of the template, or attach blank versions of required documents at the end of the template. The Representative acknowledges that over the duration of the Agreement, they may become familiar with confidential information regarding the Employer. Therefore, during the term of this contract and for a period of (Number of years) years after the end of this Agreement, the Representative agrees that they will not, in any way, be involved in the operations of a business that is considered to be in competition with the Employer's current products and/or business. Nothing in this Agreement will prevent the Representative from being a passive owner of any such businesses with the understanding that they will not, in any manner, participate in the operations of that business. This is especially important if you have a sales agent working as an independent contractor. If you specialize in a particular field of work, negotiate the terms of your non-compete clause with wording such as "the sales associate may agree not to work with a competing business within 100 miles." If you require representatives to sign a separate non-compete agreement, be sure that this section of the sales commission agreement template matches that document's terms. The Representative shall act in the best interests of the Employer in regards to confidential information and intellectual property at all times. This includes refraining from disclosing any information deemed proprietary, sensitive, or confidential to any third party. It's important that the confidentiality of your business and clients are protected. Employees and contractors can slip up in casual conversation and, without meaning to do so, break the terms of this agreement. If you need to take legal action against a sales representative, you want to make sure that you have a solid case. A non-disclosure clause gives you that peace of mind. The Employer requires that the Representative meets a minimum sales quota to stay active as a [Representative.Title]. These quotas are established at the sole discretion of the Employer, as outlined in this Agreement. If the Representative doesn't meet sales quotas for (Number of Months) consecutive months, this Agreement may be terminated. The

Representative to complete sales totaling (Number) in profit for the Employer per month. The sales total may vary based on the profit margin of each individual product sold. The Employer does not offer paid time off to employees in the role of [Representative.Title]. Any time off shall be unpaid. It is understood that the Representative is still responsible for meeting sales quota goals unless time off falls under the Family Medical Leave Act (FMLA) guidelines. The Representative is solely responsible for maintaining time records of their work hours and ensuring they take breaks as required by law in [Representative.State]. The Representative must record the time they begin work, end work, and take meal breaks. Any rest breaks of less than twenty (20) minutes are considered paid and do not need to be documented for the purposes of calculating hours worked. If the Representative does not take a non-working meal break during the workday as required by law, it may result in termination of this agreement. The Representative may earn compensation in different ways based on their performance. Each earning calculation is outlined clearly so that the Representative may calculate their anticipated earnings as they track their own performance. All earnings get calculated during a calendar month, regardless of the number of working days, holidays, or time off taken by the Representative. Use the text field in this section of the template to detail your company's sales commission policy. Be sure to list any relevant details, such as quotas, variable commission percentages, draws, or payout schedules.

If you are going to reimburse for specific business expenses, it should be noted in the commission structure. The Representative earns a percentage of the profit made from each sale. The Employer calculates commission based on the profit amount of a single sale: Sales profits up to \$(Number) earn (Percentage)% commission. Sales profits between \$(Number) and \$(Number) earn (Percentage)% commission. Sales profits between \$(Number) and \$(Number) earn (Percentage)% commission. Sales profits of \$(Number) or more earn (Percentage)% commission. The Employer calculates percentages based on the business's profit on the sale. For example, if the Representative makes a sale of \$6,000, the commission would be calculated at 7%. If the profit margin on this sale is \$2,500, then the Representative earns \$175. The Employer pays commissions on the [Date] of each month for the previous month. For example, all commissions earned in January may be paid on February [Date]. Multiple sales to a single individual or business during a calendar month do not accumulate for a higher earned rate. Each closed sale includes any number of items paid in full by a purchaser on a single invoice. If a sale is not finalized by the last day of the month, the commission is included on the next month's commission. If either party terminates this Agreement for any reason, the termination date is the last date that the Representative is eligible for earned commissions. Any sales completed after the date of termination are not eligible for commission payments. The Representative is rewarded for exceeding the sales quota during a calendar month based on the following calculation: Sales totaling up to \$(Number) earn (Percentage)% bonus. Sales totaling between \$(Number) and \$(Number) earn (Percentage)% bonus. Sales totaling between \$(Number) and \$(Number) earn (Percentage)% bonus. Sales totaling of \$(Number) or more earn (Percentage)% bonus. A quarterly bonus of \$(Number) is paid to any Representative who exceeds their sales quota by any amount \$(Number) months in a row. An annual bonus of \$(Number) is paid to any Representative who exceeds their sales quota by any amount for \$(Number) consecutive months in a calendar year. Bonuses do not compound as the sales quota increases. Bonuses are paid at the same time as monthly sales commission earnings. The hourly pay rate for the Representative is (Amount), which is the minimum wage in [Representative.State]. Commissions for sales are paid in addition to this rate. The Representative must document their working hours in the Employer's CRM and/or other documentation systems as outlined in the section titled "Documentation" above. If the Representative does not properly track their sales and sales efforts as expected, it may result in termination of the agreement. As a commission-based employee of [Representative.Company], the Representative is exempt from overtime pay. Any hours worked over forty (40) per calendar workweek shall be paid at the regular hourly rate. The Representative is subject to paying back commission on any items that a customer returns for any reason other than a product defect. Owed commission paybacks are calculated and taken out of the Representative's current month earned commissions. These payback amounts do not count against the monthly sales quota. The compensation of the Representative as a [Representative.Title] for [Representative.Company] is calculated as commissions and bonuses and may be in addition to hourly pay, if applicable. The commissions and bonuses paid to the Representative are based on sales performance and are strictly limited to the calculations defined in this Agreement. If the Employer needs to make adjustments or additions to the pay structure outlined in the Agreement, they must make an amendment to the document that both the Employer and Representative agree to in writing. Furthermore, the Representative agrees that this contract does not imply any definite length of employment with the Employer. The Representative and the Employer each maintain the right to terminate this agreement at any time without cause or notice required. The Representative understands that any commission for sales they are in the process of completing shall not be paid after the date of termination. A signed agreement is legally binding. Any verbal discussions or agreements do not apply.

Both parties must agree on any changes and make amendments to the sales commission contract in writing. Once both parties have signed, you can download a copy for your files using the menu to the right. By signing below, the Employer and Representative agree to enter into this sales commission agreement with one another, and agree to the terms described herein. [Employer.Company]SignatureMM / DD / YYYY[Representative.Company]SignatureMM / DD / YYYY[Employer.FirstName][Employer.LastName][Representative.FirstName][Representative.LastName]Use PandaDoc's eSignature solution to finalize the agreement electronically from any device. Then, save the agreement securely in the PandaDoc platform for future reference. This Contract is between Client (the "Client") and Acme LLC, a California limited liability company (the "Sales Agent"). The Contract is dated [the date both parties sign]. 1. WORK AND PAYMENT. 1.1 Project. The Client is hiring the Sales Agent to do the following: [SERVICE DESCRIPTION] 1.2 Schedule. The Sales Agent will begin work on [DATE] and will continue until the work is completed. This Contract can be ended by either Client or Sales Agent at any time, pursuant to the terms of Section 6, Term and Termination.

1.3 Payment. The Client will pay the Sales Agent a rate of [PROJECT RATE] per hour. Of this, the Client will pay the Sales Agent [DEPOSIT AMOUNT] before work begins. 1.4 Expenses. The Client will reimburse the Sales Agent's expenses. Expenses do not need to be pre-approved by the Client. 1.5 Invoices. The Sales Agent will invoice the Client at [INVOICE FREQUENCY]. The Client agrees to pay the amount owed within [X] days of receiving the invoice. Payment after that date will incur a late fee of [LATE FEE PERCENTAGE]% per month on the outstanding amount. 1.6 Support. The Sales Agent will not provide support for any deliverable once the Client accepts it, unless otherwise agreed in writing. 2. OWNERSHIP AND LICENSES. 2.1 Client Owns All Work Product. As part of this job, the Sales Agent is creating "work product" for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Sales Agent works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after. The Sales Agent hereby gives the Client this work product once the Client pays for it in full. This means the Sales Agent is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the work product however it wants or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit. 2.2 Sales Agent's Use Of Work Product. Once the Sales Agent gives the work product to the Client, the Sales Agent does not have any rights to it, except those that the Client explicitly gives the Sales Agent here.

The Client gives permission to use the work product as part of portfolios and websites, in galleries, and in other media, so long as it is to showcase the work and not for any other purpose. The Client does not give permission to sell or otherwise use the work product to make money or for any other commercial use. The Client is not allowed to take back this license, even after the Contract ends. 2.3 Sales Agent's Help Securing Ownership. In the future, the Client may need the Sales Agent's help to show that the Client owns the work product or to complete the transfer. The Sales Agent agrees to help with that. For example, the Sales Agent may have to sign a patent application. The Client will pay any required expenses for this.

If the Client can't find the Sales Agent, the Sales Agent agrees that the Client can act on the Sales Agent's behalf to accomplish the same thing. The following language gives the Client that right: if the Client can't find the Sales Agent after spending reasonable effort trying to do so, the Sales Agent hereby irrevocably designates and appoints the Client as the Sales Agent's agent and attorney-in-fact, which appointment is coupled with an interest, to act for the Sales Agent and on the Sales Agent's behalf to execute, verify, and file the required documents and to take any other legal action to accomplish the purposes of paragraph 2.1 (Client Owns All Work Product). 2.4 Sales Agent's IP That Is Not Work Product. During the course of this project, the Sales Agent might use intellectual property that the Sales Agent owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP." Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools.

The Sales Agent is not giving the Client this background IP. But, as part of the Contract, the Sales Agent is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Client's products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). The Client cannot sell or license the background IP separately from its products or services. The Sales Agent cannot take back this grant, and this grant does not end when the Contract is over. 2.5 Sales Agent's Right To Use Client IP. The Sales Agent may need to use the Client's intellectual property to do its job. For example, if the Client is hiring the Sales Agent to build a website, the Sales Agent may have to use the Client's logo. The Client agrees to let the Sales Agent use the Client's intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Sales Agent's job. Beyond that, the Client is not giving the Sales Agent any intellectual property rights, unless specifically stated otherwise in this Contract. 3. COMPETITIVE ENGAGEMENTS. The Sales Agent won't work for a competitor of the Client until this Contract ends. To avoid confusion, a competitor is any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client's products or services. A competitor is also a third party that plans to do any of those things. The one exception to this restriction is if the Sales Agent asks for permission beforehand and the Client agrees to it in writing. If the Sales Agent uses employees or subcontractors, the Sales Agent must make sure they follow the obligations in this paragraph, as well. 4. NON-SOLICITATION. Until this Contract ends, the Sales Agent won't: (a) encourage Client employees or service providers to stop working for the Client; (b) encourage Client customers or clients to stop doing business with the Client; or (c) hire anyone who worked for the Client over the 12-month period before the Contract ended. The one exception is if the Sales Agent puts out a general ad and someone who happened to work for the Client responds.

In that case, the Sales Agent may hire that candidate. The Sales Agent promises that it won't do anything in this paragraph on behalf of itself or a third party. 5. REPRESENTATIONS. 5.1 Overview. This section contains important promises between the parties. 5.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract. 5.3 Sales Agent Has Right To Give Client Work Product. The Sales Agent promises that it owns the work product, that the Sales Agent is able to give the work product to the Client, and that no other party will claim that it owns the work product. If the Sales Agent uses employees or subcontractors, the Sales Agent also promises that these employees and subcontractors have signed contracts with the Sales Agent giving the Sales Agent any rights that the employees or subcontractors have related to the Sales Agent's background IP and work product. 5.4 Sales Agent Will Comply With Laws. The Sales Agent promises that the manner it does this job, its work product, and any background IP it uses comply with applicable U.S. and foreign laws and regulations. 5.5 Work Product Does Not Infringe. The Sales Agent promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Sales Agent has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Sales Agent has entered into or will enter into with someone else.

The Sales Agent promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Sales Agent has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Sales Agent has entered into or will enter into with someone else. 5.6 Client Will Review Work. The Client promises to review the work product, to be reasonably available to the Sales Agent if the Sales Agent has questions regarding this project, and to provide timely feedback and decisions. 5.7 Client-Supplied Material Does Not Infringe. If the Client provides the Sales Agent with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's intellectual property rights. 6. TERM AND TERMINATION. This Contract is ongoing until the work is completed. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 11.4. The Sales Agent must immediately stop working as soon as it receives this notice, unless the notice says otherwise. The Client will pay the Sales Agent for the work done up until when the Contract ends and will reimburse the Sales Agent for any agreed-upon, non-cancellable expenses. The following sections don't end even after the Contract ends: 2 (Ownership and Licenses); 3 (Competitive Engagements); 4 (Non-Solicitation); 5 (Representations); 8 (Confidential Information); 9 (Limitation of Liability); 10 (Indemnity); and 11 (General). 7. INDEPENDENT CONTRACTOR. The Client is hiring the Sales Agent as an independent contractor. The following statements accurately reflect their relationship: The Sales Agent will use its own equipment, tools, and material to do the work. The Client will not control how the job is performed on a day-to-day basis. Rather, the Sales Agent is responsible for determining when, where, and how it will carry out the work. The Client will not provide the Sales Agent with any training. The Client and the Sales Agent do not have a partnership or employer-employee relationship. The Sales Agent cannot enter into contracts, make promises, or act on behalf of the Client. The Sales Agent is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days). The Sales Agent is responsible for its own taxes. The Client will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the Sales Agent or any of the Sales Agent's employees or subcontractors. 8. CONFIDENTIAL INFORMATION. 8.1 Overview. This Contract imposes special restrictions on how the Client and the Sales Agent must handle confidential information. These obligations are explained in this section. 8.2 The Client's Confidential Information. While working for the Client, the Sales Agent may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Sales Agent promises to treat this information as if it is the Sales Agent's own confidential information. The Sales Agent may use this information to do its job under this Contract, but not for anything else. For example, if the Client lets the Sales Agent use a customer list to send out a newsletter, the Sales Agent cannot use those email addresses for any other purpose. The one exception to this is if the Client gives the Sales Agent written permission to use the information for another purpose, the Sales Agent may use the information for that purpose, as well. When this Contract ends, the Sales Agent must give back or destroy all confidential information, and confirm that it has done so. The Sales Agent promises that it will not share confidential information with a third party, unless the Client gives the Sales Agent written permission first. The Sales Agent must continue to follow these obligations, even after the Contract ends. The Sales Agent's responsibilities only stop if the Sales Agent can show any of the following: (i) that the information was already public when the Sales Agent came across it, (ii) the information became public after the Sales Agent came across it, but not because of anything the Sales Agent did or didn't do, (iii) the Sales Agent already knew the information when the Sales Agent came across it and the Sales Agent didn't have any obligation to keep it secret, (iv) a third party provided the Sales Agent with the information without requiring that the Sales Agent keep it a secret; or (v) the Sales Agent created the information on its own, without using anything belonging to the Client. 8.3 Third-Party Confidential Information. It's possible the Client and the Sales Agent each have access to confidential information that belongs to third parties. The Client and the Sales Agent each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so. If the Client or the Sales Agent is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information. 9. LIMITATION OF LIABILITY. Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract. 10. INDEMNITY. 10.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after the Client or the Sales Agent or both. For example, if the Client gets sued for something that the Sales Agent did, then the Sales Agent may promise to come to the Client's defense or to reimburse the Client for any losses. 10.2 Client Indemnity. In this Contract, the Sales Agent agrees to indemnify the Client (and its affiliates and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (i) the work the Sales Agent has done under this Contract; (ii) a breach by the Sales Agent of its obligations under this Contract; or (iii) a breach by the Sales Agent of the promises it is making in Section 5 (Representations). 10.3 Sales Agent Indemnity. In this Contract, the Client agrees to indemnify the Sales Agent (and its affiliates and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract. 11. GENERAL. 11.1 Assignment. This Contract applies only to the Client and the Sales Agent. The Sales Agent cannot assign its rights or delegate its obligations under this Contract to a third party (other than by will or intestate), without first receiving the Client's written permission. In contrast, the Client may assign its rights and delegate its obligations under this Contract without the Sales Agent's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract. 11.2 Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. 11.3 Modification; Waiver. To change anything in this Contract, the Client and the Sales Agent must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so. 11.4 Notices. (a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice. (b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day. 11.5 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable. 11.6 Signatures. The Client and the Sales Agent must sign this document using Bonsai's e-signing system. These electronic signatures count as originals for all purposes. 11.7 Governing Law. The laws of the state of California govern the rights and obligations of the Client and the Sales Agent under this Contract, without regard to conflict of law principles of that state. 11.8 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties. THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.