Sales Commission Agreement

SHORT FORM

Effective Date [MM/DD/YYYY] · Territory [TERRITORY]

THE PARTIES

This Sales Commission Agreement is made on **[DATE]** between **[COMPANY LEGAL NAME]**, of **[COMPANY ADDRESS]** (the "Company"), and **[REPRESENTATIVE NAME]**, of **[ADDRESS]** (the "Representative").

COMPANY	REPRESENTATIVE
LEGAL NAME [COMPANY LEGAL NAME]	FULL NAME [REPRESENTATIVE NAME]
ADDRESS [STREET, CITY, STATE ZIP]	ADDRESS [STREET, CITY, STATE ZIP]
CONTACT PERSON [CONTACT NAME]	PHONE [PHONE]
PHONE [PHONE]	EMAIL [EMAIL]
EMAIL [EMAIL]	TAX ID (IF APPLICABLE) [TAX ID]

COMMISSION TERMS

§ 1 Appointment

The Company appoints the Representative, as an **[employee / independent contractor]**, to promote and sell **[PRODUCTS / SERVICES]** in **[TERRITORY / CUSTOMER SEGMENT]** on a **[non-exclusive / exclusive]** basis.

§ 2 Commission Rate

The Company will pay the Representative a commission of **[PERCENTAGE]**% of the **[net / gross]** sale price of each qualifying sale. "Net" means the invoiced amount less taxes, shipping, discounts and returns.

§ 3 Qualifying Sales

A qualifying sale is an order from a customer introduced or managed by the Representative that is accepted by the Company in writing.

§ 4 When Earned

Commission is earned only when the Company receives full payment from the customer.

§ 5 Payment

Earned commission will be paid by the **[DAY]** of the month following the month in which payment was received, with a statement showing how it was calculated.

§ 6 Returns and Clawback

If a customer cancels, returns goods or receives a refund within **[NUMBER]** days, the related commission will be deducted from future payments.

§ 7 Expenses

The Representative is responsible for their own expenses unless the Company approves them in writing in advance.

§ 8 Term and Termination

This Agreement begins on **[START DATE]** and continues until terminated by either party with **[NUMBER]** days' written notice.

§ 9 Post-Termination Commission

Commission is payable on qualifying orders accepted before termination for which payment is received within **[NUMBER]** days after termination.

§ 10 General

Any change to commission terms must be in writing signed by both parties. This Agreement is governed by the laws of **[STATE/COUNTRY]**.

SIGNATURES

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates written below.

COMPANY	REPRESENTATIVE
Signature	*Signature*
Printed Name: [FULL NAME]	**Printed Name:** [FULL NAME]
Title / Capacity: [TITLE]	**Title / Capacity:** [TITLE]
Date: [MM/DD/YYYY]	**Date:** [MM/DD/YYYY]