

**CONTRACT OF EMPLOYMENT**  
(Salesman on Commission)

**01 BETWEEN:** .....

.....

.....

(hereinafter referred to as the "Employer")

**02 AND:** .....

.....

.....

(hereinafter referred to as the "Employee")

(the Employer and the Employee are hereinafter collectively referred to as the "Parties")

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**PREAMBLE**

WHEREAS the Employer wishes to hire the Employee as Salesman on Commission;

WHEREAS the Employee wishes to accept the employment offer after having been informed of the Employer's policies and conditions of employment;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties have the capacity and powers to enter into and perform the undertakings set forth in this Agreement;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1.00 PREAMBLE**

The preamble hereto shall form an integral part hereof.

**2.00 OBJECT**

**2.01 Position Title**

The Employer hereby hires the Employee as Salesman on Commission.

**03 2.02 Main Duties and Responsibilities**

Without being restrictive, and subject to modification (in the latter case, by prior notice from the Employer), the Employee's main duties and responsibilities shall be as follows:

- to develop the ..... market;
- to work out the income and business strategies;
- to set up a network of contacts and to propose solutions to client companies;
- to coordinate the activities of the company's partners and to jointly work with them;

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• .....

**2.03 Immediate Supervisor**

The Employee shall report directly to ....., in the position of ....., or to any other person designated by the Employer.

**2.04 Assigned Territory and Place of Report**

The territory assigned to the Employee shall be .....

However, the Employer may modify the territory or assign a new territory as required for the needs of the Employer's business.

As convened with his immediate supervisor as to the frequency, the Employee shall report at ..... or any other place required for the efficient operation of the Employer's Business.

**2.05 Driver's License and Vehicle**

During the entire term of this Agreement, the Employee shall hold a valid driver's license and shall be in a position to use his vehicle for work.

**3.00 CONSIDERATION**

**04**

**3.01 Commissions**

The Employer shall pay the Employee commissions only, calculated as follows:

.....  
.....

In accordance with the Employer's price policy and listing, as revised from time to time, the said commissions shall be payable to the Employee when the sales made by the latter are paid in full to the Employer by the clients. The said commissions shall be payable once per ....., less all advances made to the Employee meanwhile. If the amount of the advances exceeds the earned commissions, the Employee shall reimburse such surplus to the Employer.

**3.02 Advance on Commissions**

The Employee shall receive advances on commission in the amount of ..... dollars (\$.....) per .....

**3.03 Specific Benefits**

The Employee's position shall entitle him to the following benefits: (specify)

- *motor vehicle supplied by the Employer*
- *motor vehicle allowance*
- *expense account*
- *profit-sharing plan*
- *share purchase plan*
- *performance bonus*
- *membership in a fitness, social or golf club*
- *payment or reimbursement of professional membership fees*
- *conference registration (including transportation and lodging)*
- *training or development courses*
- *retirement plan*

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