

Retail Sales Representative Agreement

- 🔊 Do you really need a contract with a retail sales employee? We think you do – in addition to your employee policies manual (we have [software](#) for that to), this agreement adds a few more specifics for a store salesperson, and should be signed upon employment (along with their Receipt for your [Company] Employee Policies Manual.
- 🔊 See also the “Sales Representative” agreement as well as the “Employment – Employee” agreement
- 🔊 The first part of the memorandum should be completed and distributed to the Salesperson along with a copy of the Retail Sales Representative Agreement.

Date:

 [Month, Day, Year]

To:

[Salesperson]

From:

[Owner/Founder]

[Company]

Subject:

Retail Sales Representative Agreement

Attached is a “Retail Sales Representative” Agreement in order to establish your duties, salary and commission.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔊 **Do Not Use This Agreement 'As-Is.'**
- 🔊 **This Agreement Is Not Legal Advice.**
- 🔊 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔊 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔊 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Retail Sales Representative Agreement

☞ This introductory paragraph lists the date and the parties to this Agreement. We formatted this agreement uniquely to make it easy on others (judge, arbitrator(s), etc. God forbid) to readily understand who is involved, when the agreement begins and some basic summary background information.

Affective Date **[Date]**

Between **[Salesperson]** “Representative”

Residing at [Address]

And **[Company Legal Name]** (“[Company]”)

Located at  [Address]

[City, [State] [Zip Code]

1. Salary

☞ This first section sets the monthly salary and the pay period. Note, that the Employer can pay the monthly salary in a lump sum at the end of the month.

The above Representative is to be paid a monthly salary of \$[x] while he / she is working with the Company. The salary can be split between two pay periods, or all of it can be paid on the last pay period.

2. Commissions

☞ Section 2 sets the commission schedule by reference to Schedule A and the conditions that must be met in order for the Salesperson to receive a commission. Note, that you can include specific commission exclusions (see number 6 in Section 2).

The above sales Representative is to be paid a commission and bonus according to the attached Schedule A. To qualify for the commission, all of the following conditions must be met:

- (1) All sales written which are COD’s, must be paid for in full by the [xx]the working day of the following month.
- (2) All sales must be at current retail prices.
- (3) All discounts must be approved by management.
- (4) Any discounts given on a sale, not approved by management, will be deducted from your total sales.
- (5) If a sales Representative terminates his employment with the company, no commissions will be paid on undelivered orders at the time of employment termination. (6) Commission exclusions:

3. Product Lines

☞ Section 3 allows the Employer to determine what products will be sold.

Company management, at its discretion, will determine the product lines to be handled by the store.

4. Additional Duties & Responsibilities

☞ In addition to sales duties, the Salesperson will also be required to perform additional duties around the store.

- (1) Sales of [Enter product] and supplies.
- (2) Stocking shelves.
- (3) Merchandise and Store -- help keep store clean and orderly.
- (4) Help with floor displays when needed.

5. Customers

☞ It may be difficult to determine which Representative is entitled to a sales commission. The following section delineates which Representative is entitled to a commission in a number of situations. You can tailor this provision to fit your commission policy.

- (1) All customers belong to the store.
- (2) Up System - Representative will alternate first up each day.
- (3) If a customer asks for a representative by name, it is their sale for that day. Any repeat customers not asking for a Representative by name are the customer of the Salesperson who is up next.
- (4) If you have a quote out, it is your customer.
- (5) You must ask all customers:
 - (a) If they have been in the store before, and
 - (b) has a quote been written.
- (6) If a customer comes in with a written quote and the Representative is not here, give the manager the quote and he will help the customer. Or, if you are not busy, write the order up under the Representative's name.
- (7) Any discrepancies or arguments over sales points will be given to the House.
- (8) File all quotes in the designated area, A-Z. If a quote is not in the file, then you will lose that sale.

Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

[Representative]

Date


Schedule A

- 🔊 This schedule establishes the commission rates for sales. Usually, the larger the dollar amount at sales, the larger the commission. (Think also in terms of a commission “accelerator” to inspire sales.)
- 🔊 Fill in the commission rates and the dollar amounts that apply to your situation. We have included standard commission rates to offer you a guide in structuring your own commission rates.

[Representative] compensation:

- Base Salary \$[000] / [month/week]

Commission Rate

- 1.5%  \$[000] up to \$[000]
- 2.5 \$[000] up to \$[000]
- 3.0 \$[000] up to \$[000]
- 3.5 \$[000] up to \$[000]