



# COMMISSION AGREEMENT

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*Welcome to Altman Specialty Plants! This document will clarify the terms of your commission agreement. Please read and sign this page and the policy on the next page titled **SALES COMMISSION AGREEMENT**.*

Employee Name: \_\_\_\_\_

## **Commission Summary (Exhibit A)**

Commission: \_\_\_\_\_ % on all Altman Plants sales for assigned stores  
                  \_\_\_\_\_ % on all vendor partner sales for assigned stores  
                  \_\_\_\_\_ % \_\_\_\_\_  
                  \_\_\_\_\_ % \_\_\_\_\_

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*Commissions are paid on the last check of the month following  
the sales month*

*Vendor partner commissions are paid on the last check of the month following the month  
in which Altman Plants receives related sales data from the vendor partner*

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X

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date



# COMMISSION AGREEMENT

This agreement is entered into effective \_\_\_\_\_ (the "Effective Date"), between ALTMAN SPECIALTY PLANTS, INC., a California corporation ("Company"), and \_\_\_\_\_ an employee ("Employee").

## 1. UNDERLYING FACTS/RECITALS

**1.1** Employee is employed by the Company in a sales capacity and receives sales commissions ("Commissions") as compensation. Employee has returned a signed acknowledgement of receipt of this agreement to Company.

**1.2** Nothing in this agreement shall change or modify the nature of Employee's "at will" employment status with the Company. This agreement sets forth the terms upon which Employee is paid sales Commissions in compliance with California Labor Code Section 2751.

## 2. COMMISSIONS

**2.1 Calculation of Commissions.** Company will pay Employee Commissions based on the formula set forth on the attached Exhibit A. Commissions are earned after the calculation is made at the end of each calendar month. The calculation is based on net sales. Net sales shall mean the sales generated at Employee's stores less all returns, charge backs, credits, and any other adjustments deducted. The Company retains the discretion to interpret, modify or discontinue commissions at any time. Commissions may be modified from time to time by amending and/or replacing Exhibit A.

**2.2 Payment.** Commissions are paid in the course of the Company's normal payroll operations on or before the end of the month after the calendar month in which the Commissions are calculated, once the Company receives all information required to calculate Commissions. For example, Commissions for sales occurring during the month of September will be calculated and paid as part of normal payroll operations during the month of October. If Employee's employment with the Company ends, Commissions paid for the Employee's final month will be calculated between the first day of the month and the last day Employee works, with the final Commissions paid within a reasonable period of time before the end of the month following the final month of employment. The Company reserves the right to adjust Commissions for unusual credits or other activity on an account that occurs after Employee's employment ends.

**2.3 Term.** The term of this agreement shall continue while the Employee is employed by the Company.

**2.4 Acknowledgement of Receipt.** By signing below, Employee hereby acknowledges receipt of a copy of this Agreement. The original of this Agreement will be maintained in the Company's records.

**COMPANY:** Altman Specialty Plants, Inc.      **EMPLOYEE:** \_\_\_\_\_  
signature date