



Name  
Address  
Address  
Zip Code

Dear \_\_\_\_\_,

Re: Inside Retail Sales Commission Agreement – CA

Welcome to Print and Design Solutions, Inc. (the “Company”). I am pleased to confirm the terms of your part time/seasonal as needed employment with the Company to work as a Retail Merchandise Salesperson. As part of your onboarding process, you must complete the attached U.S. Immigration Form I-9 confirming that you are authorized to work in the U.S. Your manager will reach out to you about what’s needed from you for completing the Form I-9 process. Please also review the attached Employee Handbook as it contains important information about your part time/seasonal temporary employment.

- **Events.** From time to time, you will be contacted to ask if you are available to work an event. If so, the Company will inform you if you have been selected and the event details, including the applicable commission rate.
- **Commission Compensation.** You shall be paid on a commission only basis (*i.e.*, 100% of your pay is derived from inside retail sales commissions), but under no circumstance shall you ever be paid less than one and one-half (1.5) times the state’s minimum wage for all hours worked in any workweek. In addition, you will receive a rest break payment of \$6.00 for any workday of up to 10 hours (Note: if the workday is 10-14 hours, the additional rest break payment is \$9.00; if the workday is 14 or more hours, the additional rest break payment is \$12.00).

Commissions are paid bi-weekly on the Company’s normally scheduled pay dates. You will be informed of the commission rate for each event when you are informed of the assignment. Commissions will be at a rate of 3% of the daily sales unless stated otherwise. The commission payment you will receive is a percentage of the total daily merchandise sales on each of the days you work, divided equally by the number of sales employees working the event that day.

Example: If the 3% commission for the event is \$5,000 and you are one of 10 employees working at the event, then you and all the other members of the sales team each shall be paid \$500.00 for that day’s work ( $\$5,000 / 10 = \$500$ ) plus the daily rest break payment. In the unlikely event that your total sales commissions for the week are less than 1.5x the applicable minimum wage for the location where you are working, you will be paid the *higher* of the two amounts plus the daily rest break payment. In addition, you will receive a pro-rata share of the pooled gratuities for the day(s) you work.

- **Meal/Rest Breaks.** As a matter of company policy, you are entitled to take meal and rest breaks as set forth in our Employee Handbook. In the event you are unable to take one or more of your meal/rest breaks, you must report the matter within 24 hours of completing the work by sending an email to your supervisor. You will be paid for the 10-minute rest breaks for each day you work as noted above.

This Agreement shall be used for employment in California.

- **Miscellaneous.** This Agreement and your employment may be terminated by you or the Company at any time and for any reason upon notice to the other. This Agreement and your employment shall automatically terminate if you have not worked an event for the Company for eight (8) consecutive months. This Agreement constitutes our entire agreement with respect to your employment relationship and compensation and supersedes all prior agreements or understandings whatsoever. If any provision of this Agreement is held to be invalid or unenforceable by a court, the offending provision shall be struck, and the remaining provisions shall remain in full force and effect.

By signing below, you acknowledge and agree that this position does not guarantee work and that you are hired as a part-time/seasonal as-needed employee.

Please sign below to reflect your acceptance of the terms outlined in this letter.

Sincerely,

/s/

Print & Design Solutions, Inc.

**Agreed:**

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

**Dated:**\_\_\_\_\_