



Name _____
Address _____
Address _____
Zip Code _____

Dear _____,

Re: Inside Retail Sales Agreement – AZ / NY

Welcome to Print and Design Solutions, Inc. (the “Company”). I am pleased to confirm the terms of your part time/seasonal as-needed temporary 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 is 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 inquire whether 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.
- **Compensation.** You will be paid for your services on an hourly basis. Your hourly rate shall be \$_____ and you will be paid overtime premium pay in accordance with your state's regulations for any overtime work. In addition, you will earn a portion of the day's sales as a sales commission whenever your share of the day's commission is more than what you'd receive just in hourly pay. Commissions are paid bi-weekly on the Company's normally scheduled pay dates. Commissions will be at a rate of 3% of the daily sales unless otherwise noted. That 3% amount is divided equally among all the Retail Merchandise Salespersons working the event that day. If your portion of sales commissions is more than your hourly pay, the amount of the commissions exceeding your hourly pay will be added to your hourly pay. That figure will be used to determine your “***regular rate of pay***” to be used when calculating payment for any overtime pay, meal and rest period premiums and sick pay.

Example: If you are one of 10 Retail Merchandise Salespersons working an event with a 3% commission and the commission totals \$5000, then your 1/10th share of the day's commission is \$500.00 ($\$5000/10 = \500.00). If your total hourly pay for the day (including overtime) is \$200.00, then we'll add an additional \$300 in commissions payments to your pay for the day (\$200 hourly pay + \$300 in commissions = \$500.00). That total figure (\$500.00) will then be used to calculate your “***regular rate of pay***” for any compensable overtime hours worked that week. You will also receive a pro-rata share of the pooled gratuities received on 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 missed break by sending an email to your supervisor.
- **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

This letter to be used in the states of AZ and NY.

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.

I understand that this position does not guarantee work and that I am 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:** _____