

# SALES REPRESENTATIVE EMPLOYMENT CONTRACT



**ACME GLOBAL**  
company

**ACME GLOBAL Company**  
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# Sales Representative Employment Contract

This Sales Representative Employment Contract (shall be referred as the "**Contract**" hereinafter) has been signed on \_\_\_\_\_, by and between the following Parties:

\_\_\_\_\_, residing at \_\_\_\_\_  
\_\_\_\_\_ ("**Company**" hereinafter);  
and  
\_\_\_\_\_, with legal residence at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter known as "**Sales Representative**").

## Terms and Conditions

### I. Subject of the Contract

The subject of this contract is the determination of the nature of the employment relation between the Company and the Sales Representative and the regulation of the rights and obligations of the parties within the scope of this relationship.

Within the scope of this Contract, the Sales Representative agrees to represent the company in selling, informing, promoting, and educating the potential customers and clients of Company for its merchandise and the Company agrees to pay in return on a monthly basis.

### II. Term and Termination

This contract entered into force on the date of signing and is for an indefinite period.

Each of the parties may terminate the contract by giving at least \_\_\_\_\_ days' written notice. In such a case, the rights of the Sales Representative arising from the applicable labor law are reserved.

### III. Working Hours

The weekly working time is \_\_\_\_\_ hours at the most. This time is applied by dividing it equally into the working days of the week.

However, these working hours can be arranged in different ways for the workers and changed when necessary, when deemed necessary by the employer.

### IV. Responsibilities of Sales Representative

- The Sales Representative shall always act and perform the duties and responsibilities in accordance with the directives, instructions and needs of the Company.
- The Sales Representative shall submit the Company a weekly report including but not limited to achievements, pending issues, expected orders, issues with customers, feedback from customers.
- The Sales Representative accepts and undertakes to comply with the working conditions, work discipline, occupational health and safety rules, regulations issued by the Company, in the workplace.
- The Sales Representative accepts and undertakes to act in accordance with the general moral and ethical rules when dealing with customers.
- If an increase in sales is expected during campaign periods or for different special reasons, the company may ask the Sales Representative to work overtime for an hourly fee. The Sales Representative informs the Company in writing of the reasons, in case he/she is unable to do overtime.
- The Sales Representative shall not work in another job during this contract, and shall not provide consultancy or benefit to any company regardless of the sector.

### V. Responsibilities of Company

- The Company is obliged to provide any equipment supporting the Sales Representative such as brochure, promotion file, price list, promotional materials, etc.
- The Company is obliged to pay the following salaries and commissions to Sales Representative in full and on the specified date.
- The Company shall adequately inform the Sales Representative about the product to be sold and provide training if necessary.

- The Company is obliged to ensure the physical security of the Sales Representative's workplace and to fulfill the Sales Representative's reasonable demands for the improvement of the workplace.

## VI. Salaries and Commissions

The monthly salary of the Sales Representative shall be \_\_\_\_\_. Salaries shall be paid every \_\_\_\_\_ of every month. If the salary payment period is to land on a weekend or holiday, it shall be paid on the first following working day prior to the scheduled date.

The Sales Representative shall receive a \_\_\_\_\_ commission per sale that is closed by the Sales Representative. Commissions shall be paid once a month, \_\_\_\_\_ day of the month at latest.

## VII. Miscellaneous Provisions

**Confidentiality** - The information to be provided by the Company, together with any analyses, studies, data, sales policies and other documents or records prepared by the Company is referred to in this Contract as the "Confidential Information" of the Company. The Sales Representative shall not use the Confidential Information other than the purposes of this agreement, and cannot disclose it to third parties. On the other hand, the Company will also carefully protect the Sales Representative's personal information obtained due to this Contract and will not share it with third parties.

**No Waiver** - The failure of either party to this Contract to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**Effect of Partial Invalidity** - Should any provision in this Agreement be considered as invalid by any Court or authority, such invalidity may only affect the said invalid provision and the rest of the provisions shall remain valid and enforceable.

**Governing Law** - This Agreement is governed, construed, and interpreted to conform to the laws of the State of \_\_\_\_\_, without regard to any other State laws.

**Amendments** - Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS HEREOF, the parties have caused it to be executed on the date indicated above.

**Sales Representative Signature**

**Company Signature**

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**Date Signed**

**Date Signed**



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