

Commission Sales & Bonus Compensation Agreement

Staff Name:

Job Title:

Effective Date:

Under this agreement, you will be paid commissions/bonuses plus your current hourly pay. Your compensation under this agreement is based on commissions/bonuses that you earn from sales/other transactions. Such commissions/bonuses are strictly limited to those amounts defined herein below, except that the company may make periodic amendments and/or additions (e.g., related to specific promotions and programs). You will be paid at least your current wage for all hours worked.

Your Commission Sales & Bonus Compensation shall consist of the following elements, “Earned Commissions” and “Bonus Compensation.”

Earned commission: You shall earn commissions based on the outline below. A commission is not considered earned until completion of a number of conditions and prerequisites, as listed below, “Earned Commission.”

“Earned Commission” Pay Rates

Pay Rate Name: Private Lesson Package

Pay Rate: [] % of sale

- This commission is only for lesson packages (not single lessons). Lesson packages include 3-pack and 5 pack lessons.
- The commission amount depends on the final price of the Private Lesson Package. For discounted Private Lesson Packages, the staff member will receive [] % of the discounted price.
- Conditions & Prerequisites for Earned Commission:
 - When the lesson package is paid in full by the client.
 - When the client attends the lesson and is “Checked In” on WellnessLiving.

Pay Rate Name: Program Enrollment

Pay Rate: [] % of sale

- This commission is only for weekly programs or camps (not private lessons). Programs only include after school club, weekend courses, adult beginner courses, and holiday camps and weekly camps.
- The commission amount depends on the final price of the Program. For discounted Programs, the staff member will receive [] % of the discounted price.
- Conditions & Prerequisites for Earned Commission:
 - When the lesson package is paid in full by the client.

Bonus Compensation: You may be eligible to earn bonuses from time to time based upon a variety of factors. The terms and conditions for such bonuses may vary according to the circumstances. **[Company Name]**, in its sole discretion, will determine whether you are eligible for any particular bonus as stated below, “Bonus Compensation.”

“Bonus Compensation” Pay Rates

Pay Rate Name: Private Lesson

Rate Per Client: \$ [____]

- NOTE: If an instructor has a Private Lesson with multiple attendees, **[Company Name]** will pay the staff member the \$ [____] once for each attendee. This means that if two clients attend a Private Lesson, the instructor will receive the \$ [____].
- Instructor will only receive compensation on the following:
 - When the lesson is paid in full by the client.
 - When the client attends the lesson and is “Checked In” on WellnessLiving.
 - When the client has a photo on their account.

Pay Rate Name: Program (includes all weekly programs such as weekly classes, after school club, half-day camp).

Rate Per Client / Per Class: \$ [____]

- This pay rate is based on the number of clients who attend a class the instructor leads.
- The payment structure for programs is based on a rate of \$ [____] per student.
- When multiple instructors are involved in a program, the total payment is divided among them based on the combined number of students. For example, if there are 3 instructors teaching a camp with a total of 12 students, each instructor would share the payment based on the overall number of students, resulting in a compensation of \$ [____] for each instructor.
- In exceptional cases, such as when an instructor(s) calls out sick, leaving one instructor to teach all 12 students in a camp, that instructor will be compensated for all the students. In this situation, the instructor teaching all 12 students will receive \$ [____] for the program that day.
- Instructor will only receive compensation on the following:
 - When the course is paid in full by the client.
 - When the client attends the class and is “Checked In” on WellnessLiving.
 - When the client has a photo on their account.

Pay Rate Name: Full Day Holiday Camp

Rate Per Client / Per Camp: \$ [____] for Holiday Camp. [____] for Weekly Camp (summer camp, Spring Break Camp)

- For full-day holiday camps, the payment structure is established at \$ [____] per student. In the case of weekly camps such as summer or spring break camps that extend over multiple days, the payment structure is \$ [____] per student for each day attended.
- When multiple instructors collaborate in a camp, the total payment is distributed among them according to the total student count. For instance, in the case of a Holiday Camp, with 3 instructors teaching a camp attended by 12 students, each instructor's

compensation would be calculated based on the collective student count. This would result in each instructor receiving \$ [] as their share of the payment.
(12 Students X \$ [] = \$ [] per student. \$ [] / 3 instructors = \$ [] per instructor)

- In exceptional cases, such as when an instructor(s) calls out sick, leaving two instructors to teach all 12 students in a camp, those instructors will be compensated for all the students. In this situation, the instructors teaching all 12 students will receive \$ [] each for the day.
- This pay rate is based on the number of clients who attend a camp for that particular day.
- Instructor will only receive compensation on the following:
 - When the program is paid in full by the client.
 - When the client attends the camp and is "Checked In" on WellnessLiving.
 - When the instructor uploads a photo of the client.

Time-keeping & Record-keeping: You are responsible for keeping accurate time records, including recording each day when you

1. Start and end work,
2. Applying the commission at the sales check out using WellnessLiving
3. Checking in clients on WellnessLiving during a lesson or program.

If you do not apply the commission at checkout, you will not receive the "Earned Commission" for that sale. You will also not receive a "Bonus Compensation" if you do not Check-in a client(s) AND do not take a photo for their account on WellnessLiving. Managers/Owners are unable to apply commission or bonuses if a staff member fails to do so.

By my signature below, I acknowledge that I have read and understand that the terms and conditions herein described are the general method by which my pay is calculated. I also understand that this agreement is for no fixed term and may be altered or rescinded in whole or in part at any time with or without notice at the sole option of the Company. I agree to keep accurate time records, apply correct earned commission rates at checkout on WellnessLiving, and properly check in clients using WellnessLiving. Furthermore, I understand that this agreement does not constitute a contract, express or implied, for a term of employment and that my employment is for no definite period, regardless of any provision for payment of wages while employed. I further understand that both the company and I have the right to terminate the employment relationship at any time, for any reason, with or without cause, and without notice.

Employee signature

Date

Owner signature

Date