

I'm not robot!

Sales Compensation Plan Policies and Guidelines

A selection of policies from various companies, sales positions, and compensation plans

The following is a representative collection of plan policies and guidelines selected from sales compensation plans in many different industries. Policies shown reflect a wide range of objectives, strategies, and market conditions. They are intended to provide a general framework for developing policies, and should not be used without the supervision of a qualified legal professional.

ADVANCES AND DRAWS

[Company name] will make its best effort to ensure that all incentive compensation advanced or earned for [year], [year], or [year] will be paid in the [period], following the [period] of [order billing system].

All draws are fully recoverable following the [last three (3) months] of employment for new Employees. The following guidelines apply to all draws covering a draw under this Draw Policy. Draws will be paid [monthly] during the [last pay period of the month]. Draws will be reconciled at the end of each [month] against regular [monthly] incentive compensation. If incentive compensation exceeds the recoverable draw due [Company name], the difference will be paid accordingly. If there is a negative balance, [Company name] may charge back the employee in the amount of the negative balance.

SALES CREDITING AND CHARGE BACKS

If [Company name] does not receive payment for the sale, lease or rental of its products for any reason whatsoever, then the Employee agrees that any incentive compensation payments, commissions or bonuses that have been paid related to that sale, lease or rental are fully recoverable. In this instance, the Employee understands, consents and agrees that [Company name] can recoup any payments previously made by charging them back or by reducing the Employee's future salary, incentive compensation payments, commissions, or bonus payments, as allowed by applicable law.

This letter can be edited to send to business brokers, law firms, or others with whom you wish to network.

Dear Mr. Jones:

As a partner in a top accounting firm, I'm sure you pride yourself on the quality of service your firm delivers to your clients. As a real estate professional specializing in the luxury residential market, I am also proud of the level of service I deliver.

Obviously, you may have affluent clients who need real estate information. If so, I'd be delighted to provide it.

Enclosed you'll find my card and a copy of my most recent Market Update Report – a detailed look at what's happening in the local luxury residential market by geographic range. Please let me know if I can be of assistance to you or your clients; you can be assured that I will work hard and do a good job. My membership in The Institute for Luxury Home Marketing means that I have received special training in serving upscale buyers and sellers.

If you have questions or need additional information, please contact me.

Warm regards,

Samuel Salas-Pe
XYZ Realty
Anytown, Anystate

P.S. The most recent edition of My Market Update Report can always be found on my website at: www.website.com

COMMERCIAL REAL ESTATE EXCLUSIVE FEE AGREEMENT

In consideration of the fees below and under the conditions stated,

_____ (Client) retains OXFORD COMMERCIAL LLC (Broker) as a duly authorized real estate agent to locate and negotiate acceptable terms for real property suitable for purchase by Client as described below (or as subsequently amended): _____

Client (hereinafter referred to as "Buyer") has paid an advance fee of

_____ dollars (\$ _____) to retain the services of Broker for the period beginning

_____ and ending _____ or at settlement, whichever occurs first. As used in this Agreement, the term "purchase" shall include and purchase, option, exchange, lease or trade which Buyer may enter into. This advance fee is not refundable but will be credited against the gross fee to be paid at the time of settlement except as noted below in paragraph labeled Single Agency Disclosure. Provided that no negotiation on real property has begun, this Agreement may be terminated by Buyer prior to the termination date by compensating Broker for the number of hours spent by Broker on Buyer's behalf at the rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per hour.

Broker acknowledges receipt of the advance fee, in return for which Broker will act as Buyer's agent to:

1. Use professional knowledge and skills as well as services of any appropriate cooperating agencies toward the location and presentation of real property which is available for purchase and suitable for the Buyer's need as stated above;
2. Assist Buyer throughout the entire process of property acquisitions; and
3. Negotiate for and act in Buyer's interest in all transactions.

In acceptance of this Agreement, Buyer will:

1. Work exclusively with Broker during the term of this Agreement;

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