

# INDEPENDENT CONTRACTOR COMMISSION AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

[NAME OF COMPANY]  
[address]  
(the "Company")

- and -

[NAME OF AGENT]  
[address]  
(the "Agent")

In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

## 1. Appointment of Agent

The Company appoints the Agent as its [pick appropriate option: exclusive / non-exclusive] agent for the purpose of \_\_\_\_\_. [Describe the business purposes for which the Agent is being appointed.]

## 2. Independent Contractor

The Agent is and will remain an independent contractor in his/her relationship to the Company, and nothing contained in this Agreement shall render the Agent an employee, partner, or joint venturer with the Company for any purpose whatsoever. The Agent shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

## 3. Remittances

The Agent shall be responsible for paying and remitting any and all income taxes, pension plan contributions, employment insurance premiums, worker's compensation premiums, health taxes, sales taxes or other government remittances of any kind charged or chargeable with respect to the compensation paid to the Agent hereunder, and shall indemnify the Company and its officers, directors and shareholders against any claims arising from any failure on the Agent's part to do so.

## 4. Duties of Agent

The Agent shall be responsible for performing the following duties:

- (a) [list Agent's responsibilities]
- (b) [etc]

## 5. No Authority to Bind Company

The Agent shall have no right or authority to enter into any contracts on behalf of the Company or bind the Company in any manner whatsoever.

## 6. Insurance

The Agent shall at all times during the term of this Agreement maintain liability insurance in the amount of \$\_\_\_\_\_, and shall provide the Company with proof of such insurance upon request.

**7. Commissions**

For services provided under this Agreement, the Company shall pay the Agent commissions as follows: *[set out the percentage(s) and how they are to be calculated, e.g. on total sales, on total net sales, etc.]*

**8. Expenses**

The Agent shall be reimbursed for the following expenses: *[list the types of expenses which Agent will be reimbursed for]*

The Company shall not be obligated to reimburse the Agent for any additional expenses incurred in the performance of services pursuant to this Agreement unless agreed in writing by the Company in advance. Any expense in excess of \$\_\_\_\_\_ must be pre-approved by the Company prior to the Agent incurring such expense.

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