

PLP Drafting

Company: Pharmaceuticals, Inc.

Employment Agreement

This employment agreement ("Agreement") is made and effective as of February 16, 2020 between (Employer) Pharmaceutical, Inc. and (Employee) Robin Aoki.

Whereas the Employer intends to hire the Employee for the position of Sales Representative and the Employee desires to provide their services on the conditions set forth.

In consideration of employment the parties agree to the following:

1. **Employee Duties:** The Employee agrees that they will act in accordance with this Agreement and with the best interests of the Employer in mind. In carrying out the duties of their position, the Employee agrees to adhere to any and all policies, procedures, rules, and regulations of Pharmaceutical, Inc. In addition, the Employee agrees to abide by all local, county, State, and Federal laws while employed by the Employer.
2. **Responsibilities:** The Employee shall be given the job title of Sales Representative. As such they will be responsible for sales accounts of assigned customers.
3. **Employment Period:** Pharmaceutical, Inc. chooses to hire the employee At-Will, which means this Agreement may be terminated at any time by either the Employee or Employer with consideration for employment laws.
4. **Employee's Termination:** The Employee shall have the right to terminate this Agreement by providing at least 14 days' notice. If the Employee should terminate this Agreement, he or she shall be entitled to severance, equal to their pay at the time of termination, for a period of 14 days. Pharmaceutical, Inc. shall have the right to terminate this Agreement by providing immediate notice. If the Employer should terminate this Agreement, the Employee shall be entitled to severance, equal to their pay at the time of termination, for a period of 14 days'.
5. **Salary:** \$70,000.00 per year, minus withholding and payroll deductions, to be paid through the Company's regular payroll.
6. **Commissions:** Eligibility to earn commissions at the rate of 6% of the net invoice amount of orders for products and services that you are responsible for generating that are paid in full during employment.
7. **Benefits:**
 - A. **Insurance:** Group medical, dental, and disability after completing 30 days of employment, in accordance with the terms of the Company's insurance plans and policies.
 - B. **Vacation:** One week (40 hours) paid vacation per year, accruing at the rate of 3.33 hours per month of full-time service from 30 days of hire. Maximum vacation to be awarded will be a total of 160 hours. Unused vacation may not be carried over from year to year.
 - C. **Sick Days:** Five days sick leave each year to be used for illness or injury, after completion of 30 days of service.
 - D. **401(k):** Eligibility to participate in the Company's 401(k) Plan 30 days after hire.
 - E. **Expense Reimbursement:** The Company will reimburse for all reasonable and necessary business expenses incurred in the course of performing the duties and responsibilities, provided

submission of and adequate documentation for all expenses. Any expenses in excess of \$100 per month will be reimbursed only with the prior written consent of the Company.

F. Educational Allowance: With prior written approval of the Company, reimbursement for tuition, travel, and other costs in connection with continuing formal education, training, and other related activities that will enhance your knowledge and ability within the profession. Up to a maximum of \$500 annually.

7. Loyalty and Confidentiality: Employee agrees to give the Company loyalty, and to devote full attention to the business of Pharmaceutical, Inc.

A. During the period of employment, employee will refrain from engaging in other employment, without the Company's prior written consent.

B. During the period of employment, the employee will not participate directly or indirectly in any business that competes with the Company.

C. During the period of employment and thereafter, there will be no disclosure of any of the Confidential Information, except in the course of properly performing duties to Pharmaceutical, Inc.

To confirm that you agree to these terms, please sign and date the enclosed copy of this letter and return it to me no later than 2/27/2020.

X

Robin Aoki
Sales Associate

X

Witness
Pharmaceutical, Inc.

Date: _____

Sales Contract

Seller: Robin Aoki, Pharmaceuticals, Inc.

Buyer: Dogs and Cats Veterinary Clinic

TERMS AND CONDITIONS

Buyer, Dogs and Cats Veterinary Clinic, agrees with Seller, Pharmaceuticals, Inc., to pay for all purchases upon receipt of monthly statement. Charges that are billed but not paid by the 1st of the month following purchase will be considered delinquent and subject to finance charges.

The finance charge is computed by a periodic rate of 12.5% per month which is applied to the previous unpaid balance. Current credits are payments or credits received by 12A.M. on the 1st day of the following month. The minimum payment due will be payment of debt in full. If not paid, Pharmaceuticals, Inc. may declare the unpaid balance due and payable immediately.

Buyer assumes full responsibility for all materials purchased from Pharmaceuticals, Inc. Buyer agrees to be personally liable for all charges and individually guarantees payment of all charges promptly. Buyer agrees to notify Pharmaceuticals, Inc. within 10 days in writing of receipt of monthly statement. Failure to notify Pharmaceuticals, Inc. signifies total acceptance and responsibility for payment in full of account. Buyer agrees to pay collection expenses, including attorney's fees and court costs.

If materials are ordered to be delivered to a construction job site, the Buyer assumes liability for the materials at the time of delivery. Buyer agrees to pay standard delivery charges.

Buyer agrees that no repayment will be granted unless merchandise that is unused, unopened, and in original sales condition are returned within 14 days with the invoice where purchases were made and in original sales condition.

X

Veterinary Clinic Practice Manager

X

Robin Aoki, Pharmaceutical, Inc.

Activity Reports

Clinic visit activity report 1/6/2020-1/12/2020 for Robin Aoki

Clinic	Contact	Date	Invoice Number	Information Requested	Staff Incentives
SHPC	Rebecca Rowe, Cvp Cvpm	1/7/20	-	Credelio	-
Fall Clinic	Samantha Hiert, Manager	1/10/20	# 56392	Vetsulin	-
Dogs Matter	Orin Dryer, DVM	1/11/20	#35925	Request Lunch and Learn on Interceptor	Donuts \$23.25
Waggin Tails	Carmen Cole	1/8/20	#35932	None	Lunch and Learn (\$163.92) Vetsulin
Bark Point	Harry Rounds	1/7/20	-	Arthritis CE for taff	-

Expense Report 1/6/20-1/12/20 for Robin Aoki

Date	Expense	Total Cost
1/7/20	Gas	\$33.23
1/8/20	Lunch and Learn Waggin Tails/Gas	\$174.32
1/10/20	Gas	\$9.73
1/11/20	Donuts, Dogs Matter	\$23.25
Total		\$240.53

Clinic	Email	In Practice	Phone Contact	Text
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Bark Point	x	x		x
Big Hearts	x		x	
Cats Meow	x			
Dogs Matter	x	x		
Emergency Care	x			
Fall Clinic	x	x	x	x
Furry Paws	x			
SHPC	x	x		
Waggin Tails	x	x	x	
Zoo's Arc	x		x	

Sources:

“Charge Account Terms And Conditions Form.” *Sample Letters*, 5 June 2012,
www.foundletters.com/business-letters/charge-account-terms-and-conditions-form/.

“FREE 6+ Sample Sales Employment Agreement Templates in PDF: MS Word.” *FREE 6+ Sample Sales Employment Agreement Templates in PDF | MS Word*,
www.sampletemplates.com/business-templates/agreement-templates/sales-employment-agreement.html.

Purdue Writing Lab. “Activity Reports // Purdue Writing Lab.” *Purdue Writing Lab*,
owl.purdue.edu/owl/subject_specific_writing/professional_technical_writing/activity_and_postmortem_reports/activity_reports.html.