

STATE SALES REPRESENTATION LAWS
(rev. 8/04)

Disclaimer: This chart is intended only to provide general information on the laws of the various states. This chart was prepared in [January/August] 2004 based upon information available.

State	Wholesale Orders Only	Written Contract Mandated	Written Receipt Mandated	Required Specification of Territory	Required Specification Concerning Commissions	Timing Requirement Concerning Post-Termination Commissions	Substantive Requirement Concerning Post-Termination Commissions	Multiple Damages	Attorneys Fees	"Commissions" Definition	Other
Alabama	Yes	No	No	No	No	30 days ("due")	No	Treble	Yes	% of \$ of sales or orders	
Arizona	Yes	Yes, if requested	Yes, if written contract required	No	No	30 days for those "earned" pre-term'n; 9 mos. max. for post-term'n	All orders placed pre-term'n are "earned"	No	Yes	% of \$ of sales or orders	
Arkansas	Yes	Yes	No, but copy must be given	No	Calculation and Payment Method	30 days ("due") if no writing	No	Treble	Yes	% of \$ of certain sales or orders	
California	Yes	Yes	Yes	Yes	Rate of Calculation and Payment Method	No	No	Treble (if willful)	Yes, for prevailing party	None	Includes legislative finding that Reps. "should be provided unique protection against unjust term'n"
Colorado	Yes	No	No	No	No	"as provided in any written contract"	No	Treble (if knowingly)	Yes, for prevailing party	None	California-type finding of intent "to provide security"
Florida	Yes	Yes	Yes	No	Calculation and Payment Method	30 days ("due"), if no writing	No	Double	Yes, for prevailing party	% of \$ of sales or orders	

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Georgia	Yes	No	No	No	No	30 days ("due")	No	Unpaid amount plus double amount not timely paid	Yes	% of \$ of orders or sales or "specified amount per order or per sale"	
Illinois	No	No	No	No	No	13 days ("due")	No	Treble	Yes	% of \$ of orders, sales or profits	
Indiana	Yes	No	No	No	No	14 days ("accrued")	Probably, if there are pre-termination (or pre-termination-notice?) orders and sales taken in-house without commission payable to another person	Treble (? plus amount not paid) (if in bad faith)	Yes, if multiple awarded	% of \$ of orders taken or sales made by rep.	
Iowa											Probably applies only to employees, but may cover natural persons who are independent contractors
Kansas	Yes	No	No	No	No	30 days ("earned")	No	1% per day up to amount unpaid, except Sundays and legal holidays, for amounts not timely paid (if knowingly), plus interest	No	None	

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Kentucky	Yes	No	No	No	No	30 days ("accrued")	No	Treble	Yes	% of "amount" of sales or orders or specified amount per order or per sale	
Louisiana	Yes	No	No, but if in writing a copy must be provided	No	Calculation and Payment Method, if written contract	45 days ("accrued")	No	Treble	Yes	% of \$ of certain orders or sales	
Maine	Yes (implicit in definitions at § 1341)	No	No	No	No	30 days ("accrued")	No	Treble (plus actual damages?)	Yes	% of "amount" of sales or orders	14 days notice of termination required unless contract provides otherwise
Maryland	Yes	No	No	No	No	45 days ("due") (see § 3-604)	No	Treble, if 10 days' notice of suit given	Yes	% of \$ of orders taken, sales made or profits earned for principal by rep. or specified amount per order or per sale	
Massachusetts	Yes	No	No	No	No	14 days ("due")	No	Quadruple (if knowing or willful)	Yes	% of \$ of sales or orders	

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Michigan	No	No	No	No	N/A	45 days ("due")	Possibly (see 577 N.W.2d 206)	unpaid commissions, plus double that amount, up to \$100K (if intentional)	Yes, to prevailing party	% of amount of sales or orders or \$ amount of profits	cross-reference for jurisdiction to other law
Minnesota #1	No	No	No	No	No	3 working days ("earned"), if 5 days' notice given by employee; otherwise, 6 working days	No	Penalty of 1/15 amount not timely paid assessed daily, up to full amount	Yes	None	Natural persons only
Minnesota #2	Yes	No	No	No	No	At latest, on termination	Yes	No	Yes	None	Good cause required to terminate; 90/180 day notice for non-renewal of fixed term/indefinite term agmts; sales rep. can choose arbitration or adjudication; but if principal is making the claim, mandatory arbitration (constitutionality questionable)
Mississippi	Yes	No	No	No	Calculation and Payment Method	21 days ("due")	No	Treble	Yes	% of \$ of certain sales or orders	
Missouri	Yes	No	No	No	No	30 days ("due")	No	Annualized pro rata future commissions (to payment date)	Yes, to prevailing party	% of \$ of orders or sales or specified amount per order or per sale	

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New Hampshire	Yes	Yes	No, but copy must be given	No	Calculation and Payment Method	Contractual timing (required), up to 45 days ("due")	No	"Exemplary" Up to 3 times amount owed	Yes	% of \$ of sales or orders	Covers individuals only; reasonable length term'n notice must be specified
New Jersey	Yes	No	No	No	No	30 days ("earned") if expired or terminated by rep.; 7 days ("earned") if principal terminates; 30 days after otherwise "due" on post-term'n	Yes	No	Yes	% of \$ of sales or orders	
New York	Yes	Yes	Yes	No	Calculation and Payment Method	5 days post-term'n for "earned" unless not yet due, in which case 5 days from becoming due	No	Double	Yes, to prevailing party	% of \$ of sales or orders	Timing also applies during term
North Carolina	Yes	Yes	No	No	No	30 days of termination for those "due" pre-termination; 15 days for those "due" post-termination unless term'n for malfeasance	Yes, if written order is pre-termination and due to representative's effort ("revocable offer of commission" approach)	Exemplary damages up to twice amount due, plus actual damages	Yes	% of "amount" of sales, profits or orders or specified amount per order or per sale	Does not cover agents soliciting advertising orders

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Ohio	No	No	No	No	No	30 days for those "due" pre-term'n; 13 days after "due" for those post-term'n	No	"Exemplary" treble (plus actual unpaid commissions?), if willfully and bad faith failure to respond to a demand within 20 days is (non-exclusive) willfully and bad faith	Yes, to prevailing party	% of \$ of orders, sales or profits	
Oklahoma	Yes	No	No	No	No	14 days for those "due" whether pre- or post-term'n	No	No	Yes, to prevailing party	% of \$ of orders, sales or profits	
Oregon	Yes	No	No	No	No	14 days for those "accrued"	No	Treble (if willful), plus actual unpaid commissions and 9% interest thereon	Yes, to prevailing party	% of amount of orders or sales or specified amount per order or sale	
Pennsylvania	Yes	Yes	No, but copy must be provided	Yes (or "accounts")	Calculation and Payment Method	14 days for those "due" whether pre- or post-term'n	No	Treble (if willful)	Yes	% of \$ of sales or orders	Specified term required; specification of expenses to be reimbursed
South Carolina	Yes	No	No	No	No	Per contract ("have or will accrue")	No	quadruple	Yes	% of \$ of sales or orders or specified amount per order or sale	

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Tennessee	Yes	No	No	No	Calculation and Payment Method	14 days ("due"), if no writing	No	Treble (if in bad faith) (plus actual unpaid commissions?)	Yes	% of \$ of sales or orders	
Texas	Yes	Yes	No, but copy must be provided	No	Calculation and Payment Method	30 days ("due"), if no writing	No	Treble	Yes	% of \$ of certain orders or sales	
Virginia	Yes	Yes	No, but must be provided to rep.	Yes	Method computed and paid	30 days ("earned") after termination or time specified in contract (can't exceed 30 days); 30 days from <i>shipment</i> of orders processed post-termination	No	No	No	% of \$ of orders or sales or amount per sale	Must disclose whether exclusive or non-exclusive
Washington	Yes	Yes	No, but copy must be provided	No	Computation and Payment Method	30 days after payment by customer	No	No	No	% of \$ of certain orders or sales	Same commission payment timing during term, if no written agreement
Wisconsin	Yes	No	No	No	No	As provided for by contract, past practices of the parties, or industry custom	No	Treble	Yes	% of \$ of orders or sales or profits	90 days notice of termination/non-renewal/change in competitive circumstances unless a written contract provides otherwise

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