

# COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Agreement") dated this \_\_\_\_\_

**BETWEEN:**

\_\_\_\_\_ of \_\_\_\_\_  
(the "Employer")

OF THE FIRST PART

- AND -

\_\_\_\_\_ of \_\_\_\_\_  
(the "Employee")

OF THE SECOND PART

**BACKGROUND:**

A. The Employer and the Employee entered into an employment agreement (the "Employment Agreement") dated \_\_\_\_\_, as amended.

B. This Agreement does not replace the Employment Agreement but is a temporary supplement to it.

**IN CONSIDERATION OF** and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

1. The terms of the Employment Agreement, as amended, are amended by this Agreement.
2. The Employee will receive an hourly wage of \$\_\_\_\_\_.
3. The Employee's compensation will be payable twice per month while this Agreement is in force. The Employer may deduct from the Employee's compensation any deductions or remittances required by law.

4. This Agreement is effective from \_\_\_\_\_ until \_\_\_\_\_.
5. The terms of the Employment Agreement apply to this Agreement, except where the context requires otherwise.
6. This Agreement takes precedence over the Employment Agreement, unless a new employment agreement or similar agreement is later created.
7. On the termination or expiry of this Agreement, the Employee's compensation will be set according to the Employer's policies and procedures.

### **Miscellaneous Terms**

8. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable.
9. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the removal of the invalid provision.
10. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final agreement. All such statements are unenforceable. Only the written terms of this Agreement will bind the parties.
11. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
12. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this

\_\_\_\_\_

**EMPLOYER:**

\_\_\_\_\_ (Print)

Per: \_\_\_\_\_ (SEAL)

**EMPLOYEE:**

\_\_\_\_\_

\_\_\_\_\_ (Print)