

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 100, § 127(e)(2).

It is revised as a scope provision rather than part of a definition of "sales representative", for emphasis.

Defined terms: "Employ" § 3-101  
"Principal" § 3-601

3-603. VOID WAIVERS.

A PROVISION OF A CONTRACT THAT IS MADE BETWEEN A SALES REPRESENTATIVE AND A PRINCIPAL AND THAT PURPORTS TO WAIVE ANY PROVISION OF THIS SUBTITLE IS VOID.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 100, § 130.

Defined terms: "Principal" § 3-601  
"Sales representative" § 3-601

3-604. PAYMENT OF COMMISSION ON TERMINATION OF CONTRACT.

EACH PRINCIPAL SHALL PAY TO A SALES REPRESENTATIVE ALL COMMISSIONS THAT ARE DUE UNDER A CONTRACT THAT IS TERMINATED, WITHIN 45 DAYS AFTER PAYMENT WOULD HAVE BEEN DUE IF THE CONTRACT HAD NOT TERMINATED.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 100, § 128.

Defined terms: "Commission" § 3-601  
"Principal" § 3-601  
"Sales representative" § 3-601

3-605. ACTION BY SALES REPRESENTATIVE.

(A) TREBLE DAMAGES.

(1) SUBJECT TO THE REQUIREMENT OF PARAGRAPH (2) OF THIS SUBSECTION, IF A PRINCIPAL VIOLATES § 3-604 OF THIS SUBTITLE, A SALES REPRESENTATIVE WHOM THE VIOLATION AFFECTS IS ENTITLED TO BRING AN ACTION AGAINST THE PRINCIPAL TO RECOVER UP TO 3 TIMES THE AMOUNT OF ALL COMMISSIONS THAT THE PRINCIPAL OWES TO THE SALES REPRESENTATIVE.

(2) AT LEAST 10 DAYS BEFORE AN ACTION IS BROUGHT UNDER THIS SUBSECTION, THE SALES REPRESENTATIVE SHALL GIVE THE PRINCIPAL WRITTEN NOTICE OF INTENT TO BRING THE ACTION.

(B) COSTS.