

BUSINESS REFERRAL AGREEMENT

Location: _____ Date: _____

Parties:

Referrer Name: _____

Referrer Address: _____

Referee Name: _____

Referee Address: _____

Recitals:

WHEREAS, Referrer has relationships with potential clients who may be interested in the products or services offered by Referee; and WHEREAS, Referee desires to engage Referrer to refer potential clients under the terms set forth herein.

1. Referral Services:

Referrer agrees to use reasonable efforts to refer prospective clients to Referee. Referrer makes no guarantees regarding the number or quality of referrals. Referrer shall act as an independent contractor and not as an employee or agent of Referee.

2. Referral Fee:

Referee agrees to pay Referrer a referral fee equal to _____ percent (____%) of the gross revenue actually received by Referee from each referred client for sales of products or services. Referral fees are payable within ____ days after Referee receives payment from the referred client.

3. Payment Terms:

Referral fees will be paid by check, wire transfer, or other agreed method. Referrer shall provide appropriate invoices or documentation to support payment requests. No referral fee will be due for transactions completed outside of this Agreement or where the client was previously known to Referee.

4. Term and Termination:

This Agreement shall commence upon execution and continue until terminated by either party with thirty (30) days written notice. Termination does not affect payment obligations accrued prior to termination.

5. Confidentiality:

Each party agrees to keep confidential all non-public information received from the other party, and not to disclose such information except as required by law or agreed in writing.

6. Independent Contractor:

Referrer is an independent contractor and is not authorized to bind Referee or incur any obligations on behalf of Referee.

7. Representations and Warranties:

Each party represents that it has the full right and authority to enter into this Agreement and that performance does not violate any other agreement. Referrer warrants that all referrals will be made ethically and in compliance with applicable laws.

8. Limitation of Liability:

Neither party shall be liable for indirect, incidental, consequential, or punitive damages arising from this Agreement or referral services.

9. Indemnification:

Each party agrees to indemnify and hold harmless the other from any claims, damages, liabilities, or expenses arising out of its breach of this Agreement or negligent or wrongful acts.

10. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in _____ County, _____.

11. Entire Agreement:

This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior agreements and understandings, whether written or oral. Amendments must be in writing and signed by both parties.

12. Notices:

All notices under this Agreement shall be in writing and deemed given when delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or electronic means capable of confirming receipt, to the addresses set forth above or such other address as a party may designate in writing.

13. Severability:

If any provision of this Agreement is found invalid or unenforceable, the remainder shall remain in full force and effect.

14. Waiver:

Failure to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

15. Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which constitute one agreement.

REFERRER'S SIGNATURE

REFEREE'S SIGNATURE

Signature: _____

Signature: _____

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