

REFERRAL AGREEMENT

This Referral Agreement (the "Agreement") is entered into on [DATE] by and between:

Referrer: [REFERRER NAME], located at [REFERRER ADDRESS] ("Referrer"); and

Company: [COMPANY NAME], located at [COMPANY ADDRESS] ("Company").

The Referrer and the Company may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The Referrer agrees to refer potential customers or clients (each a "Referral") to the Company in exchange for a referral fee, under the terms set out in this Agreement. This Agreement does not create an employment, partnership, joint venture, or agency relationship between the Parties.

2. Referral Process

2.1 The Referrer will introduce potential customers to the Company by [DESCRIBE METHOD, e.g., email introduction, submitting contact details, providing a referral code].

2.2 A Referral will be considered valid only if:

- (a) the potential customer was not already a customer of the Company or already in active discussions with the Company prior to the introduction; and
- (b) the Referrer provides the Referral's information to the Company using the agreed method before any independent contact between the Company and the potential customer.

2.3 The Company will notify the Referrer within [NUMBER] business days whether a Referral is accepted as valid.

3. Referral Fee

3.1 The Company agrees to pay the Referrer a referral fee of [AMOUNT OR PERCENTAGE] for each valid Referral that results in a [QUALIFYING EVENT, e.g., signed contract, completed purchase, paid invoice] (a "Qualified Sale").

3.2 The referral fee will be calculated based on [BASIS, e.g., the total value of the initial sale, the net amount received by the Company].

3.3 The referral fee applies to [ONE-TIME SALES ONLY / RECURRING PAYMENTS FOR A PERIOD OF (SPECIFY)].

4. Payment Terms

4.1 The Company will pay the referral fee within [NUMBER] days after the Company receives payment from the referred customer for the Qualified Sale.

4.2 Payments will be made by [PAYMENT METHOD, e.g., bank transfer, check, PayPal] to the account details provided by the Referrer.

4.3 The Referrer is responsible for reporting and paying any taxes owed on referral fees received under this Agreement.

5. Term and Termination

5.1 This Agreement begins on the date first written above and continues until terminated by either Party.

5.2 Either Party may terminate this Agreement by giving [NUMBER] days' written notice to the other Party.

5.3 Termination does not affect the Referrer's right to receive fees for valid Referrals made before the termination date that later become Qualified Sales.

6. Obligations of the Referrer

6.1 The Referrer will represent the Company honestly and will not make any false, misleading, or unauthorized statements about the Company or its products or services.

6.2 The Referrer will not make any promises or guarantees to potential customers on behalf of the Company without the Company's written approval.

7. Independent Contractor

The Referrer is an independent contractor. Nothing in this Agreement authorizes the Referrer to enter into contracts, incur obligations, or make commitments on behalf of the Company.

8. Confidentiality

Each Party agrees to keep confidential any non-public business information shared by the other Party in connection with this Agreement, and to use such information only for the purposes of this Agreement.

9. Non-Exclusivity

This Agreement is non-exclusive. Both Parties are free to enter into similar agreements with other parties, unless stated otherwise in writing.

10. Limitation of Liability

Neither Party will be liable to the other for any indirect, incidental, or consequential damages arising out of this Agreement. The Company makes no guarantee regarding the number of Qualified Sales or the amount of referral fees the Referrer may earn.

11. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of [STATE/COUNTRY], without regard to its conflict of law provisions.

12. Entire Agreement

This Agreement contains the entire understanding between the Parties and replaces all prior discussions or agreements. Any changes must be made in writing and signed by both Parties.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

Signatures

By signing below, the Parties agree to the terms of this Referral Agreement.

Referrer

Name: [REFERRER NAME]

Signature: _____

Date: [DATE]

Company

Name: [COMPANY REPRESENTATIVE NAME]

Title: [TITLE]

Signature: _____

Date: [DATE]