

REFERRAL AGREEMENT

PARTIES:

Referrer Information:

Full Name or Company Name: _____

Address: _____

Phone / Email: _____

Referral Recipient Information:

Full Name or Company Name: _____

Address: _____

Phone / Email: _____

Referral Terms:

Description of Services or Products: _____

Territory: _____

Term of Agreement: _____

Clause 1 – Appointment

Referrer is hereby appointed as a non-exclusive referral agent for Recipient in the territory described above. Referrer shall use reasonable efforts to identify and refer potential customers to Recipient. This Agreement does not create an agency, partnership, joint venture, or employment relationship.

Clause 2 – Referrals

Referrer shall refer prospective customers to Recipient promptly and in accordance with Recipient's instructions. Referrals must be bona fide and not already known or contacted by Recipient. Recipient reserves the right to accept or reject any referral at its sole discretion.

Clause 3 – Referral Fees

Recipient agrees to pay Referrer a referral fee as set forth herein for each qualified customer who purchases services or products from Recipient as a direct result of Referrer's referral. Referral fees shall be calculated based on net revenues received by Recipient and paid within thirty (30) days after receipt of payment from the referred customer.

Clause 4 – Payment Terms

Referral fees will not be paid on sales to customers who cancel orders, fail to pay, or return products. Referrer shall bear all taxes associated with referral fees. Recipient may withhold payments if there is a dispute regarding the quality or validity of a referral.

Clause 5 – Confidentiality

Each party agrees to keep confidential all non-public information obtained in connection with this Agreement and to use such information solely for purposes of performing their obligations herein. This obligation shall survive termination of this Agreement.

Clause 6 – Intellectual Property

Referrer acknowledges that all trademarks, trade names, logos, and other intellectual property of Recipient remain the sole property of Recipient. Referrer shall not use any of Recipient's intellectual property without prior written consent.

Clause 7 – Term and Termination

This Agreement shall commence upon execution and continue until terminated by either party upon thirty (30) days written notice. Termination shall not affect obligations regarding payment of referral fees for referrals made prior to termination.

Clause 8 – Independent Contractor

Referrer is an independent contractor and not an employee or agent of Recipient. Referrer has no authority to bind Recipient or incur any obligations on Recipient's behalf.

Clause 9 – Indemnification

Each party shall indemnify and hold harmless the other from any claims, damages, or liabilities arising from their breach of this Agreement or negligent or willful misconduct.

Clause 10 – Limitation of Liability

Neither party shall be liable for indirect, incidental, consequential, special, or punitive damages arising from or related to this Agreement, regardless of the cause of action.

Clause 11 – Governing Law and Jurisdiction

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

Clause 12 – Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, understandings, or representations, whether oral or written.

Clause 13 – Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. No waiver of any breach shall be deemed a waiver of any subsequent breach.

Clause 14 – Severability

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

Clause 15 – Notices

All notices required or permitted under this Agreement shall be in writing and deemed delivered when delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or electronic means confirmed by the recipient.

Clause 16 – Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Clause 17 – No Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without prior written consent of the other party.

Clause 18 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, government actions, strikes, or natural disasters.

Clause 19 – Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, Referrer shall not solicit or hire employees or contractors of Recipient without Recipient's prior written consent.

Clause 20 – Compliance with Laws

Each party warrants that it will comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement.

REFERRER'S SIGNATURE**RECIPIENT'S SIGNATURE**

Signature: _____

Signature: _____

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