

REFERRAL FEE AGREEMENT

Location: _____ Date: _____

Parties:

Referrer (Name/Entity): _____

Address: _____

Contact Information: _____

Recipient (Name/Entity):

Address: _____

Contact Information: _____

RECITALS

WHEREAS, Referrer has contacts and relationships that may be beneficial to Recipient in obtaining business opportunities and transactions; and WHEREAS, Recipient desires to engage Referrer to provide referral services under the terms set forth in this Agreement; NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Referral Services

Referrer agrees to refer potential clients, customers, or business opportunities to Recipient as reasonably requested by Recipient. Referrer shall provide accurate and timely information regarding such referrals.

2. Referral Fee

Recipient agrees to pay Referrer a referral fee equal to a specified percentage or fixed amount of the revenue or compensation actually received by Recipient from any client or opportunity introduced by Referrer. The specific fee, percentage, or calculation method must be agreed upon in writing by both parties.

3. Payment Terms

Referral fees shall be paid within a specified period following Recipient's receipt of payment from the referred client or third party. No fees shall be due for referrals that do not result in revenue or business to Recipient.

4. Term and Termination

This Agreement shall commence on the effective date and continue until terminated by either party upon written notice. Termination shall not affect obligations to pay referral fees for business generated prior to termination.

5. Confidentiality

Each party agrees to maintain the confidentiality of all proprietary or confidential information received from the other party in connection with this Agreement and not to disclose such information except as required by law or with prior written consent.

6. Independent Contractor

Referrer is an independent contractor and not an employee, agent, or legal representative of Recipient. Referrer has no authority to bind or obligate Recipient in any manner.

7. No Exclusivity

This Agreement does not grant exclusivity to Referrer. Recipient may engage other referral sources, and Referrer may provide referral services to others.

8. Representations and Warranties

Each party represents and warrants that it has the authority to enter into this Agreement and that performance will not violate any other agreement or legal obligation.

9. Indemnification

Each party shall indemnify and hold harmless the other party from any claims, damages, liabilities, or expenses arising from breach of this Agreement or negligence.

10. Limitation of Liability

Neither party shall be liable for any indirect, incidental, special, or consequential damages arising from this Agreement, regardless of cause.

11. Governing Law and Venue

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

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior discussions, agreements, or understandings.

13. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

14. Notices

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

15. Severability

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

16. Waiver

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

17. Assignment

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

18. Counterparts

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

19. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties and does not confer any rights on any third party.

20. Headings

Headings are for convenience only and shall not affect interpretation of this Agreement.

REFERRER'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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