


Web Referral Agreement

- 🔊 Use this sample agreement when establishing a program for customers, vendors and others who will pay you to promote their website.
- 🔊 This is more formal than an “Affiliate” agreement – it’s considerably more anal and likely best suited to dealing with a large company. You might even think of it as an “advertisement placement” agreement.
- 🔊 See also the “Joint Marketing” Agreement as well as the “Website Reciprocal Link” agreement.

Date: **[Date]**

To: **[Name of Partner]**

From:  **[Owner/Founder]**
[Company]

Subject: **Web Referral Agreement**

Attached is our “Web Referral” Agreement in order to establish the arrangement as to how we will advertise your product through our promotional efforts.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔴 **Do Not Use This Agreement 'As-Is.'**
- 🔴 **This Agreement Is Not Legal Advice.**
- 🔴 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔴 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔴 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.


- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Web Referral Agreement

- “Referred Customer” means a customer of [Partner]’s Services that is referred to [Partner] through the Referral Link.
- “Referral Fee” shall have the meaning set forth in Section 4.2.
- “Referral Link” means a link between a Web Page on the [Company] Site and the Co-Branded Site.
- “Term” means the term of this Agreement as defined in Section 5.1.
- “Web Pages” means content in the World Wide Web portion of the Internet accessed via a single URL, and excluding content on other Web Pages accessed via links in said content.
- “Web Site” means a collection of Web Pages related in some manner and interconnected via links within a specific URL domain.

2. Operation

2.1 Launch Date. The parties agree that the launch date for the Referral Link and the Co-Branded Site shall be no later than forty-five (45) days after the Effective Date (“Launch Date”), unless otherwise mutually agreed in writing. The actual Launch Date shall be acknowledged and confirmed with an email notification between parties.

2.2 Referral Link. No later than thirty (30) days after the Effective Date, [Partner] shall provide [Company] with the URL of ^{the} Web Page on the Co-Branded Site to which the Referral Link will connect. Subject to [Partner]’s  or written approval, [Company] shall incorporate in a prominent manner the [Partner] logo in the design of the Referral Link. [Company] shall place the Referral Link, incorporating the [Partner] logo on the [Company] Site at a location and in a manner to be mutually determined by the parties and at all times in accordance with [Partner]’s then current trademark usage guidelines.

2.3 Design of Co-Branded Site. Subject to the terms and conditions of this Agreement, the Co-Branded Site shall display such of Company’s names, marks and/or logos in a form and prominence on the pages as mutually determined by the parties.

2.4 Operation & Maintenance of Co-Branded Site & Referral Link.

(a) [Partner] shall be responsible for implementing, launching, hosting and maintaining the Co-Branded Site in accordance with the terms and conditions of this Agreement. [Partner] will be responsible for all costs of establishing, operating and maintaining the Co-Branded Site, including without limitation all system operation software costs, hardware costs and network costs.

(b) [Company] shall be responsible for implementing, launching, hosting and maintaining the Referral Link in accordance with the terms and conditions of this Agreement. [Company] shall launch the Referral Link on the Launch Date unless otherwise agreed to by the parties in writing. [Company] will be responsible for all costs of establishing, operating and maintaining the Referral Link, including without limitation all system operation software costs, hardware costs and network costs.

(c) Each party shall designate a contact person who shall oversee and facilitate the implementation of this Agreement, which contact person shall act as a liaison between the Parties and shall make good faith efforts to provide all relevant information to the other Party, including any changes in prices, media channels, etc.

2.5 Management of Web Sites.

Except as expressly provided for herein, each party shall be solely responsible for managing and maintaining its Web Site at its own expense and neither party shall have any obligations whatsoever with respect to the other party’s Web Site.

Each party shall promptly inform the other of: (i) any information of which it becomes aware related to each party’s Web Site that could reasonably lead to a claim, demand, or liability of or against the other party and/or its affiliates by any third party; and (ii) any changes in such party’s Web Site which would

substantially change the content in any area to which the other party has linked.

2.6 Technical & Customer Support. [Partner] shall provide [Company] with a reasonably adequate level of technical maintenance and support for the [Partner] Services to ensure that the [Partner] Services are available to Customers in a commercially reasonable manner. [Partner] will be available to receive customer support inquiries by e-mail, from 7:30 a.m. ET to 10:00 p.m. ET, Monday through Friday.

3. Marketing & Promotion

3.1 Marketing. [Company] shall use commercially reasonable efforts to develop and implement a marketing plan in connection with the Co-Branded Site in accordance with guidelines established by the Parties. [Company] and [Partner] shall work together to create promotional, sales and marketing materials to aid [Company] in the sale of the [Partner] Services. Each party shall bear its own expenses for any marketing and promotional activities in connection with the Co-Branded Site unless otherwise mutually agreed in writing. [Partner] may market the [Partner] Services to Referred Customers at its determination.

3.2 Approval. [Company] shall obtain [Partner]'s prior written approval of all uses of the [Partner] Marks or other references to [Partner] on the [Company] Site or in the Referral Link, or in any promotional materials proposed to be issued by [Company] regarding the Referral Link, [Partner] Services, and/or the [Partner] Site. All promotional materials issued by [Company] in connection with the Referral Link, the [Partner] Services, and/or the Co-Branded Site shall include the [Partner] Marks in a form approved in writing by [Partner]. All promotional materials issued by [Partner] to existing and prospective users of the Co-Branded Site shall display the [Company] Logos, in the form attached hereto as **Exhibit B**, and in a manner agreed upon by the parties.

3.3 Routine Reference. Either party may include routine reference to the other in its promotional and other literature; provided; however, that substantive claims related to performance and other substantive comments require prior written approval of the other party.

4. Referral Fees & Reporting

☞ You are just providing referrals. Let them do the selling support and collections.

4.1 Billing. [Partner] shall have sole responsibility for authorizing, billing and collecting all payments from Referred Customers and shall use commercially reasonable efforts to undertake such responsibility in a timely manner. [Partner] will establish individual account numbers for Referred Customers.

☞ 10% may be a bit low. Some affiliates pay upwards of 50% of the initial sale. Remember, the initial sale may be very low I order to land a new customer who can be upsold continuously into the future – you may want some of that revenue (as well as to protect yourself from your partner giving away freebies and paying you little to nothing).

4.2 Fee. During the Term, [Partner] shall pay to [Company] a referral fee (“Referral Fee”) of ten percent (10%) of gross revenues (less the amount of any non-payment by or refunds, credits, and/or discounts granted to Referred Customers) received on sales of [Partner] Services to Referred Customers. The Referral Fee will be paid for each sale to such Referred Customer for one (1) year from the date such Referred Customer becomes a [Partner] member (i.e. completes and executes [Partner]'s New Membership Application and Conditions of Service) or for the Term, whichever is shorter.

4.3 Payments. Referral Fees shall be payable each month in United States dollars and shall be due within sixty (60) days following the end of the month in which such [Partner] Services were purchased by a Referred Customer.

4.4 Records. During the term of this Agreement, [Partner] shall maintain reasonable detailed records relating to the sales of [Partner] Services via the Co-Branded Site, including without limitation, records indicating Referred Customers' account numbers, the services sold, the amounts received, and when such amounts were received.

5. Term & Termination

5.1. Term. This Agreement shall commence on the Effective Date and shall remain in effect for a period of one (1) year from the Launch Date (the “Term”). This Agreement shall automatically renew for successive one (1) year periods, unless either party gives the other party at least thirty (30) days’ prior written notice of its intent not to renew. Upon any such renewal, “Term” shall be deemed to include such renewal period.

5.2. Termination for Cause.

(a) Either party may terminate this Agreement:

(i) if the other party defaults in the performance of any material obligation under this Agreement, and such default is not remedied within thirty (30) days following written notice thereof to the party in default; or

(ii) if a proceeding concerning bankruptcy, insolvency, dissolution, cessation of operations, reorganization of indebtedness or the like is filed by the other party, or such proceeding is filed against the other party, and such proceedings are not dissolved within thirty (30) days of the date such proceedings are initiated. Upon termination pursuant to this Section 5.2(a), the Agreement shall automatically terminate at the end of such thirty (30) day period referenced in Sections 5.2(a)(i) and (ii).

(b) If either party is acquired, merges with, or sells substantially all of its assets to another company, either party may terminate this Agreement upon thirty (30) days written notice to the other party. The party being acquired, merging or selling substantially all of its assets must give the other party written notice of the acquisition, merger or sale within thirty (30) days of completion of the acquisition, merger or sale.

5.3. Survival of Certain Terms.

The provisions of Sections 1, 4, 5.3, 6, 7, 8, 9, 10, and 11 shall survive the termination of this Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this Agreement.

6. Non-Compete

 There may be some specific competitor you especially want to include here...

Company Non-Compete Obligations. During the term of this Agreement, [Company] shall not enter into any agreement with terms similar to the terms of this Agreement with:

- [specific competitor]
- Xxx
- xxx

or, as mutually determined by the parties, any other direct or indirect competitors of [Partner] or its services.

7. Confidentiality

Both parties acknowledge that by reason of their relationship hereunder they will have access to certain proprietary information and materials concerning each other’s business and which are not publicly known, including, without limitation, the contents of this Agreement, business plans, customers, sales figures, technical information (including technical processes and formulas), source codes, product designs, sales, costs and other unpublished financial information, product plans, marketing data and services (the “Confidential Information”) that are confidential and of substantial value, which value would be impaired if such information were disclosed to third parties. Both parties agree, for a period of five (5) years from the date of receipt of the applicable Confidential Information or, if longer, the Term of

this Agreement, that they shall not use in any way for their own account or the account of any third party, nor disclose to any third party, any such Confidential Information revealed to it by the other party, other than to its employees or agents who must have access to such Confidential Information to fulfill its express obligations under this Agreement, and who agree to treat such Confidential Information as provided herein.

Both parties shall take every reasonable precaution, at least substantially equivalent to the steps it takes to protect its own Confidential Information, to protect the confidentiality of such Confidential Information. Upon request by either party, the other party shall advise whether or not it considers any particular information or materials to be Confidential Information. Notwithstanding the foregoing, information shall not be deemed to be Confidential Information if such information: (i) is publicly known, already known by, or in the possession of the non-disclosing party; (ii) is independently developed by the non-disclosing party; or (iii) is thereafter rightfully obtained by the non-disclosing party from a source other than the disclosing party. If Confidential Information is required to be disclosed by law, regulation, or court order, such disclosure shall be permitted to the extent legally required provided the other party has been given prior notice to enable it to seek a protective order or confidential treatment prior to such disclosure.

8. Proprietary Rights

🔊 It's good to clarify the ownership and usage permissions of all intellectual properties before, during, and after the term of the agreement.

8.1 Intellectual Property. [Company] acknowledges that [Partner] shall retain all right, title, and interest in and to the [Partner] Services, the Co-Branded Site (including all content therein), the [Partner] Marks (as defined in Section 8.2 below) and any and all content, technology and materials delivered by [Partner] to [Company] pursuant to this Agreement. The parties further agree that [Company] shall retain all right, title and interest in and to the content, technology and materials provided by [Company] to [Partner] pursuant to this Agreement. Neither party shall have any rights to any materials, content or technology provided by the other party hereunder except as specifically provided in this Agreement and shall not alter, modify, copy, edit, format, translate, reverse engineer, create derivative works of or otherwise use any materials, content or technology provided by the other party except as explicitly provided herein or approved in advance in writing by the other party.

8.2 Trademark License. Each party hereby provides the other with a limited non-exclusive, non-transferable, worldwide, royalty-free license to use the other's trademarks, trade names, service marks and logos ("Marks") for the limited purposes of advertising and promoting the [Partner] Service and the Co-Branded Site in accordance with the terms hereof. In using the other party's Marks, each party acknowledges and agrees that: (a) all such uses shall be subject to the owning party's prior written approval; (b) each party will use the other party's Marks in the appropriate manner; (c) the other party's Marks and all goodwill associated therewith are and shall remain the sole property of the other party; (d) nothing in this Agreement shall confer in the party any right of ownership in the other party's Marks; (e) the party shall not now or in the future contest the validity of the other party's Marks or adopt Marks which are confusingly similar to the other party's Marks; and (f) upon the reasonable written request of a party, the other party shall provide samples of advertising and documentation utilizing the requesting party's Marks. It is expressly understood and agreed that the license granted herein by one party is intended for the use solely by the other party and may not be assigned or transferred without the prior written consent of the other party. The licenses granted pursuant to this Section 8.2 shall automatically terminate upon termination of this Agreement, and each party shall immediately cease all use of all information provided hereunder, including, without limitation, each party's Marks, and shall immediately remove said information from its web site.

8.3 Trademark Ownership. [Company] acknowledges [Partner]'s sole ownership of the [Partner] Marks worldwide and all associated goodwill. Company's use of the [Partner] Marks, including all goodwill derived from such use, shall inure solely to the benefit of [Partner]. [Company] hereby assigns

and shall assign in the future to [Partner] all rights it may acquire by operation of law or otherwise in the [Partner] Marks, including all applications or registrations therefore, along with the goodwill associated therewith. [Partner] shall have the sole right to and, in its sole discretion, may commence, prosecute or defend, and control any action concerning the [Partner] Marks. [Partner] acknowledges Company's sole ownership of its Marks worldwide and all associated goodwill. [Partner]'s use of the Company's Marks, including all goodwill derived from such use, shall inure solely to the benefit of Company. [Partner] hereby assigns and shall assign in the future to [Company] all rights it may acquire by operation of law or otherwise in the Company's Marks, including all applications or registrations therefore, along with the goodwill associated therewith. [Company] shall have the sole right to and, in its sole discretion, may commence, prosecute or defend, and control any action concerning its Marks.

8.4 Tarnishment of Image. In no event shall either party's Marks and/or references to either party or their respective services be displayed in any manner or in conjunction with any other material that, in each party's sole discretion, tarnishes, disparages or is otherwise objectionable to either party or harms the high quality image of either party and its services. In the event that either party notifies the other of an objection under this sub-section, the receiving party, immediately upon receipt of such notification in writing, shall, as directed by the other party, cause such objectionable manner of display to cease or cause such objectionable material to be removed from any locations on which it appears.

9. Representations & Warranties; Limitation on Liability; Disclaimer

 Always want to have this section included...

9.1 Each party represents and warrants to the other that: (i) it will substantially comply with all laws and regulations applicable to its respective Web Site; (ii) that it has full power and authority to enter into this Agreement and perform the acts required of it hereunder and (iii) that its execution of this Agreement and its performance hereunder do not violate any agreement with any third party or by which it is otherwise bound.

9.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS OR LOST DATA) ARISING FROM THIS AGREEMENT, THE RESPECTIVE PARTY'S SERVICES OR THE RESPECTIVE PARTY'S WEB SITES INCLUDING, WITHOUT LIMITATION, THE USE OR INABILITY TO USE A PARTY'S WEB SITE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 No Additional Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THEIR WEB SITES OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. Indemnity

10.1 Indemnification. [Company] shall defend and indemnify [Partner] against, and hold [Partner] harmless from, any third party claim, including any related loss, cost, liability or expense (including court costs and reasonable fees of attorneys and other professionals) ("Liabilities") resulting from Company's breach of any material covenant, representation or warranty contained in this Agreement. [Partner] shall defend and indemnify [Company] against and hold [Company] harmless from any Liabilities resulting from [Partner]'s breach of any material covenant, representation or warranty contained in this Agreement. For the avoidance of doubt, [Partner] shall not indemnify [Company] for Liabilities arising out of or

related to content provided by Referred Customers or any other third party.

10.2 **Claims.** Each party agrees to: (i) promptly notify the other party in writing of any indemnifiable claim and give the other party the opportunity to defend or negotiate a settlement of any such claim at such other party's expense, and (ii) cooperate fully with the other party, at that other party's expense, in defending or settling such claim. Neither party shall be obligated to indemnify the other party for any settlement made by such other party without the indemnifying party's prior written consent.

General Provisions

☞ The General Provisions that follow are fairly standard. These provisions enhance the balance of the Agreement by explaining issues such as notice, assignment, legal remedies, waiver, and attorney fees.

11.1 **Independent Contractors.** The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between parties or to impose any liability attributable to such relationship upon either party.

☞ You must decide which state governs this Agreement and where any legal action would be taken. Generally, it is your (company's) state of residence.

11.2 **Governing Law & Jurisdiction.** This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of [State], without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of [State]. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

☞ This Agreement is intended to be the only Agreement, and that no other documents or communications are binding. Therefore, it is very important to make sure that everything [Company] and [Client] have agreed to be included in this Agreement. Otherwise, it is as if it was not agreed to.

11.3 **Entire Agreement.** This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

☞ Any changes to this Agreement must be in writing and signed by the party against whom that writing is to be used.

11.4 **All Amendments in Writing.** No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

☞ All notices between the parties must be in writing and either delivered in person or by certified or registered mail, return receipt requested.

11.5 **Notices.** Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address

set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

☞ In the event of a lawsuit or any legal proceeding involving this Agreement, the losing party will have to pay the winning party his or her costs and expenses, including reasonable attorney fees.

11.6 Costs of Legal Action. In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

☞ Legal remedies, i.e., money damages, may not be sufficient; therefore, both parties agree to equitable remedies such as an injunction where the breaching party would be required to do or not to do something.

11.7 Inadequate Legal Remedy. Both parties understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

☞ Assuming the parties wish to use Arbitration in the event of a dispute, the following section should be included. You take your chances with an arbitrator, but it keeps legal costs down and keeps you out of a drawn out legal process.

11.8. Arbitration. Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in [County], [State] in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. [Company] and [Client] intend that this Agreement to arbitrate be irrevocable.

☞ Merely delaying to bring an action that one party has a right to bring does not cause that party to lose or waive his right to pursue that action.

11.8 Delay is Not a Waiver. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

☞ Neither party will be blamed if there is a problem resulting from something beyond its control, such as an earthquake, flood, war.

11.9 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

☞ This section limits the ability of either party to transfer any of its rights or delegate any of its duties to third parties.

☞ You want to make sure that you can sell your business along with all of the relationships you have developed along the way. (Often these relationships can add tremendous value to your business and you want to make sure that all of your agreements can be transferred to the new owners.) I wouldn't want to seek (let alone pay for) permission to sell my company.

- ☞ Generally, neither party may assign their respective rights to a third party; however, with the possible exception of assignment to a successor corporation or partnership, either party may transfer its rights or obligations under this Agreement without the approval of the other party. This Agreement would be binding on the 3rd party.
- ☞ However, you may want to limit each other's ability to pass along this deal to another possibly unknown and possibly unfriendly entity. The second paragraph prevents unauthorized transfer of responsibilities...
- ☞ CHOOSE one or the other of these two following paragraphs.

11.10 Assignability & Binding Effect. Except as expressly set forth within this Agreement, neither party may transfer or assign, directly or indirectly, this Agreement or its rights and obligations hereunder without the express written permission of the other party, not to be unreasonably withheld; provided; however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

- ☞ This paragraph DOES NOT ALLOW either party to transfer its rights to a successor company without prior approval. 

11.10 Non-Assignability & Binding Effect. Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.

- ☞ If any part of this Agreement is unenforceable or invalid, the balance of the Agreement should still be enforced. Basically, ignore any sections that are invalid.

11.11 Certain Sections Invalid. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

- ☞ The headings of the various sections are meant to explain or otherwise give meaning to those sections; they are for convenience only.

11.13 Headings. The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

- ☞ Even after the termination of the Agreement, the parties may still have certain responsibilities such as keeping information confidential.

11.14 Survival of Certain Provisions. The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

[Partner]

[Company]

Website Referral Agreement

[Partner Name]

[Owner/Founder]

Title

Title



Exhibit A

[Partner] Marks

- Xxx
- Xxx
- xxx



Exhibit B

Company Marks

- xxx
- xxx
- xxx

