


Reciprocal Website Link Agreement

- 🔊 Use this sample agreement when establishing links to each other's website – No payment either way is expected. However, you could easily establish a mutually agreeable exchange rate for each referral sale.
- 🔊 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 "Web Referral Link" agreement.

Date: **[Date]**

To: **[Name of Link Partner]**

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

Subject: **Reciprocal Website Link Agreement**

Attached is our "Reciprocal Website Link" Agreement in order to establish the arrangement as to how we will work together with cross links to each other's websites.

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  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.

Reciprocal Website Link Agreement

Effective Date: [Date]

By and between [Company Legal Name], ([Company]),
a [State], [Corporation / Partnership / Sole Proprietorship]
located at [Address],
[City], [State] [Zip Code]

AND [Link Partner Name], ([Link Partner]),
a [State], [Corporation / Partnership / Sole Proprietorship],
located at  Link Partner Address].

Summary

[Company] and [Link Partner] wish to provide links to each other's web sites, according to the following terms and conditions:

- [Company] owns and operates an internet-based website accessible through the URL www.[Company].com (the "[Company] Website") by which it advertises its goods and/or services to consumers;
- [Link Partner] owns and operates an internet-based website accessible through the URL www.[Link Partner].com ("Link Partner's Website") by which, among other things, it advertises and sells its goods and services to consumers;
- [Link Partner] and [Company] wish to cross-promote each other's products and services via links to each other's websites; and
- [Company] and [Link Partner] desire to establish a link which will allow users visiting [Company]'s website to access the [Link Partner] website by clicking on [Link Partner]'s [graphic/banner/text link] to be displayed on the [Company] website.
- [Company] and [Link Partner] desire to establish a link which will allow users visiting the [Link Partner] website to access the [Company] website by clicking on [Company]'s [graphic/banner/text link] to be displayed on the [Link Partner] website

In consideration of the above recitals and mutual covenants set forth below, and other good and valuable consideration, the parties agree as follows:

1. Definitions

“Clicking” shall mean to press down and release the computer mouse button thereby selecting the on-screen object on which the user clicks.

“Link” is a text or graphic hyperlink to either party's Website, and in the absence of other direction shall be directed to the site homepage.

2. Obligations & Agreements

2.1 Creation of Links. [Company] agrees to create a Link between the [Company] Website, and the homepage of Company's Website allowing visitors to the [Company] Website to link directly to the Company's Website by clicking on a replica of the Company's logo. [Link Partner] agrees to create a

Link between the [Link Partner] Website, and the homepage of [Company]'s website allowing visitors to the Company's website to link directly to [Company]'s Website by clicking on a replica of the [Company]'s logo.

2.2 **No Fees Charged.** The parties acknowledge that the Link between the [Company] Website and Company's Website benefits both parties, and therefore, no referral fees will be charged by either party by virtue of the Link established pursuant to this Agreement.

2.3 **Approval.** The format and content of the Link, including text and images must be approved by the party whose logo is being reproduced, prior to use by the other party.

2.4 **Customer Service.** Each party agrees to offer and maintain Customer Service operations for their respective sites, which shall include telephone Customer Service during normal business hours, and provide e-mail and regular mail addresses for Customer Service inquiries with commercially reasonable response times.

3. Trademarks, Logos & Copyrights

3.1 **Ownership.** Except as expressly provided herein, no property, license, permission or interest of any kind in or to the use of any trademark, trade name, color combination, insignia or device, owned or used by a party is or intended to be given or transferred to or acquired by the other party by reason of this Agreement. Each party agrees that it shall in no way contest or deny the validity of, or the right or title of the other party in or to such trademark, trade name, color combination, insignia or device, by reason of this Agreement, and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. In addition, neither party shall use any such trademark, trade name, color combination, insignia or device in any manner that would diminish its value or harm the reputation of the other party. Upon termination of this Agreement, any and all rights or privileges of each party to the use of the other party's trademark, trade name, color combination, insignia or device will cease.

3.2 **Limited License.** For the term of this Agreement, and subject to terms of this Agreement, [Link Partner] hereby grants [Company] a limited, non-exclusive, worldwide license to use Company's trademarks, logos, advertisements and promotional copy on the [Company]' Website, and in the [Company] promotional materials and advertising in accordance with the graphic standards and depiction requirements of Company. [Link Partner] must approve all such use.

For the term of this Agreement, and subject to the terms of this Agreement, [Company] hereby grants to [Link Partner] a limited, non-exclusive, worldwide license to use [Company]' trademarks, logo, advertisements and promotional copy on the [Company] Website and in Company's promotional materials and advertising in accordance with the graphic standards and depiction requirements of [Company]. [Company] must approve all such use.

Advertising. Except as set forth in this Agreement, all advertising done by either party under this Agreement is subject to the other party's then current standard terms and conditions for advertising.

4. Confidentiality

Both parties acknowledge that they may receive confidential information of the other party, including, but limited to, financial information, customer information, business plans, components of intellectual property, unique designs, methods of manufacturing or other technology (collectively the "Confidential Information"). The receiving party shall protect the disclosed Confidential Information with the same degree of care that it regularly uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than a reasonable degree of care. Confidential Information shall not include any information which: (i) was in the possession of the receiving party at the time it was first disclosed by the disclosing party; (ii) was in the public domain at the time it was disclosed by the disclosing party; (iii) enters the public domain through sources independent of the receiving party and through no fault of the receiving party; (iv) is made available by the disclosing party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the receiving party not known to be under an obligation of confidentiality to the disclosing party; or (vi) was at any time developed by the

receiving party independently of any disclosure by disclosing party.

6. Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon termination of the Agreement:

- (a) [Company] will remove the Link between the [Company] Website and [Link Partner]’s Website; and,
- (b) [Link Partner] will remove the Link between the [Link Partner]’s Website and the [Company] Website.

7. Warranties & Indemnities

7.1 Ownership & Maintenance of Websites. The [Company] Website and the [Link Partner] Website are each a site owned by its respective party. Each party will solely responsible for the development, content, operation and maintenance of its site and for all materials that appear on its site. Each party will be wholly responsible for the following matters and each party disclaims all liability for these matters with respect to the other party’s site:

- technical operation of its site and all related equipment;
- creating and posting product description on its site for those products sold directly from its site;
- ensuring the accuracy and appropriateness of materials posted on its site (including all product-related materials);
- ensuring that materials posted on its site do not violate or infringe upon the rights of any third party; and
- ensuring that the materials posted its site are not libelous or otherwise illegal.

7.2 Compliance with Laws. Both parties shall comply with all applicable laws and government regulations (both from the United States as well as the rest of the world where applicable) concerning consumer data privacy. With regard to this Agreement, each party will make commercially reasonable efforts to:

- (i) avoid referring customers to the other where the customer is known to be under the age of thirteen (13) (each such person a “Child”); or
- (ii) avoid taking actions that would put the other party in jeopardy of being deemed a “Website Targeted to Children” as that term is defined in the Children’s Online Privacy Act of 1998.

Further, with regard to this Agreement, in the event either party discloses to the other personally identifiable data concerning users of the disclosing party’s services, the personally identifiable data of those persons actually known to the disclosing party to be under the age of thirteen (13) shall not be disclosed.

7.3 No Representation Regarding Traffic. Except as set forth above, neither party makes any representation or warranty regarding the number of visits to its site or the number of visits to the other party’s site originating from the first party’s site, or any other matter relating to the value of the benefits received under this Agreement.

7.4 Limitation of Damages Neither party shall be liable to the other for the others lost profits or special, incidental, or consequential damages arising out of or in connection with this Agreement (however arising, including negligence), even if either party is aware of the possibility of such damages.

8. General Provisions

- 🔊 The General Provisions that follow are fairly standard. These provisions enhance the balance of the Agreement by defining certain common issues such as notice, assignment, legal remedies, waiver, and attorney fees, etc..

8.1 **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 the parties or to impose any liability attributable to such relationship upon either party.

☞ You may or may not want to make this deal public – at least limit that event by this agreement and work out if/how/when you want to do that later.

8.2 **Publicity.** Neither party will make any public announcement or issue any press release concerning the terms of this Agreement without the prior approval of both parties. If the parties mutually agree to issue a press release concerning the issues described in this Agreement, the parties shall cooperate to mutually agree on a press release describing the relationship based on this Agreement, and to issue such press release in the normal course of business.

☞ Make it clear that you will not try to hire away each others employees. If you do or it happens then there is compensation built-in and you can avoid further legal proceedings.

8.3 **Non-Solicitation.** Neither party shall solicit for employment or hire the other's current or future employees, either directly or indirectly, during the Term of this Agreement, without obtaining the other's prior written approval. Should an employee change employment from one party to the other, the new employer shall pay the old employer a fee equivalent to Twenty Percent (20%) of the employee's new compensation, annualized for the first year.

☞ 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.

8.4 **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.

8.5 **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.

8.6 **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.

8.7 **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.

8.8 **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.

8.9 **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 will 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.

8.10 **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. Both parties 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.

8.11 **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.

8.12 **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.

8.13 **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.

8.14 **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.

8.15 **Severability.** 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.

8.16 **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies described in this section and allowed under applicable law.

8.17 **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.

☞ Every copy shall be just as valid as the original.

8.18 **Counterparts.** This Agreement may be executed in multiple counterparts, any one of which will be considered an original, but all of which will constitute one and the same instrument.

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

8.19 **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.

[Company]

[Link Partner]

[Owner/Founder]

[Name]

Title

Title

