

Affiliate Agreement: Sets terms for affiliate partnerships

Affiliate Agreement

Effective Date: [Date]

Between:

Company: [Company Name], located at [Company Address].

Affiliate: [Affiliate's Full Name or Company Name], located at [Affiliate's Address].

1. Introduction

- **1.1** The Company operates an affiliate program (the "Affiliate Program") that allows affiliates to promote the Company's products or services in exchange for commissions on sales or leads generated.
- **1.2** The Affiliate wishes to participate in the Affiliate Program under the terms and conditions of this Agreement.

2. Definitions

- **"Affiliate Link"**: A unique URL provided to the Affiliate for tracking referrals.
- **"Commission"**: The fee payable to the Affiliate for Qualified Referrals.
- **"Qualified Referral"**: A customer who completes a purchase or desired action through the Affiliate's Link.

3. Enrollment in the Affiliate Program

- **3.1 Application:** The Affiliate must submit an application to join the Affiliate Program. Acceptance is at the Company's discretion.
- **3.2 Approval:** Upon approval, the Affiliate will receive an Affiliate Link and access to promotional materials.

4. Responsibilities of the Affiliate

- **4.1 Promotion:** The Affiliate agrees to use best efforts to promote the Company's products/services.
- **4.2 Compliance:** The Affiliate must comply with all applicable laws, regulations, and the Company's policies.
- **4.3 Prohibited Activities:** The Affiliate shall not engage in misleading advertising, spam, or any illegal activities.

5. Commissions and Payment

- **5.1 Commission Structure:** The Affiliate will earn a Commission of [Commission Rate]% of the net sales amount from Qualified Referrals.
- **5.2 Payment Schedule:** Commissions will be paid [Monthly/Quarterly] within [Number] days after the end of each period.
- **5.3 Minimum Threshold:** Commissions will be paid when the Affiliate's balance reaches at least [Minimum Amount] USD.
- **5.4 Payment Method:** Payments will be made via [Payment Method, e.g., PayPal, bank transfer].

6. Tracking and Reporting

- **6.1** The Company will track Qualified Referrals using cookies and other tracking technologies.
- **6.2** The Affiliate will have access to an online dashboard to monitor performance and earnings.

7. Intellectual Property

- **7.1 License:** The Company grants the Affiliate a non-exclusive, non-transferable license to use the Company's trademarks, logos, and promotional materials solely for the purpose of promoting the Company's products/services under this Agreement.
- **7.2 Restrictions:** The Affiliate shall not modify the Company's intellectual property or use it in a way that damages the Company's reputation.

8. Confidentiality

- **8.1** Both parties agree to keep confidential any proprietary information disclosed during the term of this Agreement.
- **8.2** Confidential information shall not be disclosed to third parties without prior written consent.

9. Term and Termination

- **9.1 Term:** This Agreement shall commence on the Effective Date and continue until terminated by either party.
- **9.2 Termination by Either Party:** Either party may terminate this Agreement at any time with [Number] days' written notice.
- **9.3 Termination for Cause:** The Company may terminate immediately if the Affiliate breaches any material term of this Agreement.
- **9.4 Effect of Termination:** Upon termination, the Affiliate must remove all promotional materials and cease using the Affiliate Link. Commissions earned up to the termination date will be paid in the next payment cycle.

10. Representations and Warranties

- **10.1 Affiliate's Warranties:**

- a. The Affiliate has the legal authority to enter into this Agreement.
 - b. All information provided is accurate and complete.
- **10.2 Company's Warranties:**
 - a. The Company has the legal authority to enter into this Agreement.
 - b. The Company will fulfill orders placed by customers referred by the Affiliate.

11. Indemnification

- **11.1** The Affiliate agrees to indemnify and hold harmless the Company from any claims or damages arising out of the Affiliate's breach of this Agreement or negligence.

12. Limitation of Liability

- **12.1** In no event shall either party be liable for any indirect, incidental, or consequential damages arising from this Agreement.
- **12.2** The Company's total liability shall not exceed the total Commissions paid to the Affiliate in the preceding [Number] months.

13. Independent Contractor Relationship

- **13.1** The Affiliate is an independent contractor and not an employee or agent of the Company.
- **13.2** Nothing in this Agreement shall create a partnership, joint venture, or employer-employee relationship.

14. Governing Law and Dispute Resolution

- **14.1 Governing Law:** This Agreement shall be governed by the laws of [State/Country], without regard to its conflict of law principles.
- **14.2 Dispute Resolution:** Any disputes shall be resolved through [mediation/arbitration/litigation] in [Jurisdiction].

15. Notices

- **15.1** All notices shall be in writing and delivered to the parties at their respective addresses provided above or via email to [Email Addresses].

16. Amendments

- **16.1** The Company reserves the right to modify the terms of this Agreement upon [Number] days' notice to the Affiliate.
- **16.2** Continued participation in the Affiliate Program constitutes acceptance of the new terms.

17. Severability

- **17.1** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in effect.

18. Entire Agreement

- **18.1** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the parties have executed this Affiliate Agreement as of the Effective Date.

Company

Signature: _____

Name: [Company Representative's Name]

Title: [Title]

Date: _____

Affiliate

Signature: _____

Name: [Affiliate's Name]

Title: [Title, if applicable]

Date: _____

Disclaimer: This template is provided for informational purposes only and does not constitute legal advice. Affiliate Agreements can be complex and may need to address additional issues based on specific circumstances and applicable laws. It is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of both parties.