

AFFILIATE AGREEMENT

Location: _____ Effective Date: _____

PARTIES TO THE AGREEMENT

Company Name ("Company"): _____

Affiliate Name ("Affiliate"): _____

RECITALS

WHEREAS, Company operates an online business that offers products and/or services for sale; and WHEREAS, Affiliate desires to promote and market Company's products and/or services through Affiliate's marketing efforts in exchange for commissions, all upon the terms set forth herein.

1. APPOINTMENT

Company hereby appoints Affiliate as a non-exclusive marketer to promote the Company's products and/or services. Affiliate accepts such appointment subject to the terms and conditions of this Agreement.

2. AFFILIATE OBLIGATIONS

Affiliate agrees to diligently and professionally promote Company's products and/or services using lawful and ethical marketing methods. Affiliate shall not engage in any deceptive, misleading, or unethical practices. Affiliate shall comply with all applicable laws, rules, and regulations.

3. COMMISSIONS AND PAYMENT

Company agrees to pay Affiliate commissions based on qualified sales generated by Affiliate's referrals. The commission structure, rates, and payment schedule shall be as set forth in the attached Commission Schedule, which is incorporated herein by reference. Payments shall be made within 30 days following the end of each calendar month. Company reserves the right to withhold payment for any returned or cancelled sales.

4. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue until terminated by either party upon 30 days written notice. Company may terminate immediately for cause including but not limited to breach of this Agreement, fraudulent or unethical conduct by Affiliate.

5. INTELLECTUAL PROPERTY

Affiliate acknowledges that all trademarks, trade names, service marks, logos, and other intellectual property of Company are owned exclusively by Company. Affiliate is granted a limited, revocable, non-transferable license to use such intellectual property solely for purposes of marketing Company's products under this Agreement.

6. CONFIDENTIALITY

Affiliate agrees to keep confidential all non-public information disclosed by Company in connection with this Agreement and to use such information solely for performance of this Agreement. This obligation shall survive termination of this Agreement.

7. INDEPENDENT CONTRACTOR

Affiliate shall act as an independent contractor and not as an employee, agent, partner, or legal representative of Company. Affiliate has no authority to bind Company or incur obligations on Company's behalf.

8. INDEMNIFICATION

Affiliate agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from any claims, damages, liabilities, costs, or expenses arising out of Affiliate's breach of this Agreement, negligence, or willful misconduct.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. GOVERNING LAW; VENUE

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

11. ENTIRE AGREEMENT

This Agreement, including any attachments or schedules, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

12. AMENDMENTS

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

13. SEVERABILITY

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

14. WAIVER

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or

default.

15. ASSIGNMENT

Affiliate shall not assign or transfer this Agreement or any rights or obligations hereunder without prior written consent of Company.

COMPANY AUTHORIZED SIGNATURE

AFFILIATE AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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