

AFFILIATE MARKETING AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Company Name ("Company"): _____

Affiliate Name ("Affiliate"): _____

Affiliate Address: _____

RECITALS:

WHEREAS, Company operates a business that offers certain products and/or services; WHEREAS, Affiliate wishes to promote Company's products and services and earn commissions for sales generated through Affiliate's promotional efforts; NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Appointment and Acceptance

Company hereby appoints Affiliate as a non-exclusive marketing affiliate to promote and refer customers to Company's products and services under the terms of this Agreement. Affiliate accepts such appointment and agrees to perform the obligations herein.

2. Affiliate Obligations

Affiliate agrees to use best efforts to market and promote Company's offerings through lawful and ethical means, comply with all applicable laws, and not engage in any deceptive, misleading, or unethical practices. Affiliate shall not make any representations, warranties, or guarantees concerning Company or its products except as expressly authorized by Company.

3. Commission and Payment

Affiliate shall earn commissions on sales generated through Affiliate's unique referral links or codes as set forth in Schedule A attached hereto. Commissions shall be calculated based on net sales amounts received by Company, excluding taxes, shipping, refunds, or chargebacks. Payments will be made monthly within 30 days following the end of each calendar month, provided that the Affiliate's accrued commissions exceed the minimum payment threshold stated in Schedule A.

4. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon thirty (30) days' written notice. Company may terminate immediately for cause, including breach of this Agreement or illegal/unethical conduct by Affiliate. Upon termination, Affiliate shall immediately cease all marketing activities and remove all promotional materials.

5. Intellectual Property

Company grants Affiliate a limited, non-exclusive, revocable license to use Company's trademarks, logos, and promotional materials solely for purposes of performing under this Agreement and in accordance with Company's brand guidelines. Affiliate acknowledges Company's ownership of all intellectual property and agrees not to contest or impair such rights.

6. Confidentiality

Affiliate agrees to maintain the confidentiality of any non-public information received from Company and not disclose

such information to any third party except as required by law or with Company's prior written consent.

7. Independent Contractor

Affiliate is an independent contractor and nothing herein establishes a partnership, joint venture, employment, or agency relationship. Affiliate has no authority to bind or obligate Company without prior written consent.

8. Compliance with Laws

Affiliate shall comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to advertising laws and the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials.

9. Indemnification

Affiliate shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, and affiliates against any claims, damages, liabilities, costs, or expenses arising from Affiliate's breach of this Agreement, misconduct, or violation of law.

10. 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 OR THE AFFILIATE PROGRAM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Warranties and Disclaimers

THE SERVICES AND MATERIALS PROVIDED UNDER THIS AGREEMENT ARE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. Governing Law and Venue

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

13. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, with the arbitration conducted in _____, _____.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or communications, whether oral or written.

15. Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

16. Assignment

Affiliate may not assign or transfer any rights or obligations under this Agreement without prior written consent of Company. Company may assign this Agreement without Affiliate's consent.

17. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall

continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

18. Waiver

Failure or delay by either party to enforce any right or remedy under this Agreement shall not constitute a waiver of such right or remedy or any other rights or remedies.

19. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by email with confirmation of receipt, addressed to the parties at the addresses set forth above or such other address as either party may designate in writing.

20. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by PDF shall be deemed valid and binding.

COMPANY AUTHORIZED SIGNATURE

AFFILIATE SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://contracttemplate-us.com/affiliate-contract/>

Did you find this template helpful?

Find more updated templates at:

<https://contracttemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.