

REFERRAL AGREEMENT

Location: _____ Date: _____

Parties:

Referrer Name: _____

Referrer Address: _____

Referrer Phone/Email: _____

Recipient Name: _____

Recipient Address: _____

Recipient Phone/Email: _____

Referral Details:

Description of Services: _____

Referral Fee (% or fixed amount): _____

1. Appointment and Acceptance

The Referrer agrees to refer potential clients (“Referrals”) to the Recipient in accordance with the terms of this Agreement. The Recipient hereby accepts the appointment and agrees to pay the Referral Fee as set forth herein.

2. Referral Fee

The Recipient shall pay the Referrer a Referral Fee as compensation for each Referral that results in a completed transaction or business. The Referral Fee shall be calculated as specified in the Referral Fee clause below and shall be payable within thirty (30) days of the transaction completion.

3. Term

This Agreement shall commence upon execution by both parties and shall continue indefinitely until terminated by either party in writing with thirty (30) days prior notice.

4. Referral Fee Calculation

The Referral Fee shall be _____ (specify percentage or fixed amount) of the gross revenue received by the Recipient from each Referral. The Recipient shall provide reasonable documentation to the Referrer upon request to verify the amount of revenue received.

5. Payment Terms

Referral Fees shall be paid within thirty (30) days following the end of the month in which the Recipient receives payment from a Referral. Payments shall be made by cheque, electronic transfer, or other mutually agreed method.

6. Non-Exclusive Agreement

This Agreement does not create an exclusive relationship between the parties. Both parties are free to enter into similar agreements with other parties.

7. Confidentiality

Each party agrees to keep confidential and not disclose any confidential information received from the other party except as required by law or with the express consent of the disclosing party. This obligation shall survive termination

of this Agreement.

8. Compliance with Laws

Both parties shall comply with all applicable federal, provincial, and municipal laws, regulations, and ordinances, including those relating to privacy, data protection, and anti-corruption, in carrying out their obligations under this Agreement.

9. Representations and Warranties

Each party represents and warrants that it has full power and authority to enter into this Agreement, that entering into this Agreement does not violate any other agreement, and that it will perform its obligations in a lawful and professional manner.

10. Relationship of Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed to imply any partnership, joint venture, or employment relationship.

11. Indemnification

Each party shall indemnify and hold harmless the other party from any claims, losses, or damages arising from its breach of this Agreement, negligence, or willful misconduct.

12. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising under this Agreement.

13. Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Additionally, either party may terminate immediately if the other party materially breaches any term of this Agreement and fails to cure such breach within fourteen (14) days of written notice.

14. Effect of Termination

Termination shall not affect any Referral Fees earned prior to termination. All provisions which by their nature should survive termination shall survive.

15. Notices

Any notice required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized overnight courier to the addresses set forth above or to such other address as either party may designate by notice.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of Ontario.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

18. Amendments

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

19. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be interpreted so as best to reasonably effect the intent of the parties.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

REFERRER'S SIGNATURE**RECIPIENT'S SIGNATURE**

Signature: _____

Signature: _____

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