

Referral Agreement

Company: [Company name], [Company legal name] **Referral Partner:** [Referral Partner name] **Effective date:** [Date]

1. Purpose

Referral Partner ("Partner") will refer potential customers to Company for [products or services], and Company will pay Partner a referral fee for each Qualified Referral, as described below.

2. Qualified Referral

A "Qualified Referral" is a person or business that (a) Partner introduces to Company by [method — e.g., "email to [address] or the referral form at [link]"], (b) was not already a customer of Company or in active discussions with Company, and (c) [signs a contract with / makes a first payment to] Company within [Number, e.g., 90] days after the introduction. Company will confirm in writing, within [Number] days, whether it accepts each referral as new.

3. Referral Fee

For each Qualified Referral, Company will pay Partner [Choose one: "a one-time fee of [Amount]" / "[Rate]% of the amount Company collects from the customer during the first [Number] months"]. Fees are paid by the [15th] day of the month after Company receives the customer's payment, and are not owed on amounts Company refunds.

4. Licensed Fields

[Check before using this agreement: referral fees are restricted or prohibited in some licensed fields. For example, federal law prohibits referral fees for mortgage and other real estate settlement services, most states allow real estate referral fees only between licensed brokers, and lawyers generally cannot pay for referrals. Partner confirms that receiving this fee does not violate any law or rule that applies to Partner.]

5. Partner's Conduct

Partner will describe Company's offering accurately, make no promises on Company's behalf, and has no authority to bind Company. If Partner promotes Company publicly, for example online or on social media, Partner will clearly disclose that Partner may be paid for referrals.

6. Independent Parties

Partner is an independent contractor, not an employee, agent, or partner of Company, and is responsible for Partner's own taxes and expenses. Company will issue Form 1099 as required.

7. Confidentiality

Each party will keep confidential any non-public information the other shares under this agreement, including the identity of referred prospects who don't become customers.

8. Term and Termination

This agreement continues until either party ends it with [Number, e.g., 30] days' written notice. Company will still pay fees for Qualified Referrals introduced before termination [that become customers within the period in Section 2].

9. Entire Agreement and Governing Law

This is the entire agreement about referrals between the parties; changes must be in writing and signed by both. It is governed by the laws of the State of [State].

Signatures

By signing below, each party agrees to these terms.

[Company name] ("Company")

Signature: _____ Printed name: _____ Date: _____

[Referral Partner name] ("Referral Partner")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.