

Referral Agreement

This Referral Agreement (The "Agreement") is entered into _____ by and between **Acme Institute Online, LLC.**, PO Box 328, Acme, MI 49610 (The "Company") and

Address _____, also individually referred to as "Party", and collective "the Parties."

1. **Purpose:** The Company is in the business of education. The Company wishes to gain additional clients/customers for their classes. The Affiliate is able to refer potential clients/customers to the Company.
2. **Referral Agreement:** Upon the Effective Date of this Agreement, the Affiliate may, from time to time, refer potential clients/customers to the Company. The Company will pay the affiliate a fee for these referrals.
3. **Compensation:** The Company shall pay the Affiliate \$20 for each successful referral, where a successful referral is defined as a referral that becomes a client/customer of the Company. The Company shall pay the Affiliate on the 15th of the month following the month of the referral.
4. **Term:** This Agreement shall commence upon the Effective Date, as stated above, and will continue until mutually agreed upon by both parties.
5. **Confidentiality:** During the course of this Agreement, it may be necessary for the Company to share proprietary information to the Affiliate. The Affiliate will not share any of this proprietary information at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination of either party.
6. **Termination:** This Agreement may be terminated at any time by either Party upon 30 days written notice to the other Party. Upon termination, the Company shall pay the Affiliate all compensation due and owing for referrals made prior to the date of termination, but not yet paid.
7. **Representation and Warranties:** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
8. **Indemnity:** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from negligence of or breach of this Agreement by the Indemnifying Party, or its respective successors and assigns that occurs in connection with this agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.
9. **Limitation of Liability:** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.
10. **Severability:** In the event of any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

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- 11. Waiver:** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement shall not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
- 12. Legal Fees:** In the event of a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
- 13. Governing Law and Jurisdiction:** The Parties agree that this Agreement shall be governed by the State of Michigan.
- 14. Entire Agreement:** The parties acknowledge and agree that this Agreement represents the entire agreement between the parties. In the event the Parties desire to change, add, or otherwise modify any terms, this must be agreed to by both parties in writing.

Signature Company:

_____ **Acme Institute Online, LLC** _____
Gwyn Besner **Date**

Signature Affiliat

_____ **Date** _____

Signed for: _____