Loren Weisman
Brand Communications and Optics Strategist
Orlando, Florida · Working worldwide

Consulting Referral Agreement

This Consulting Referral Agreement (the "Agreement") is entered into _____ (the "Effective Date"), by and between Loren Weisman with an address of _____ (the "Consultant") and _____, with an address of _____ (the "Affiliate/Referrer"), also individually referred to as "Party", and collectively "the Parties."

1. Purpose.

Loren Weisman is in the business of Brand Communications and Optics Consulting. The Consultant wishes to gain additional clients/customers for small and mid level size projects online or in person. The Affiliate is in a position to refer potential clients/customers to the Consultant.

2. Referral Arrangement.

Upon the Effective Date of this Agreement, the Affiliate may, from time to time, refer potential clients/customers to the Consultant. The Consultant will pay the Affiliate a fee, offer consulting at the same value or a mix of both for these referrals.

3. Compensation.

The Consultant shall pay the Affiliate _____ for each successful and executed referral, where a successful referral is defined as a referral that becomes a client of the Consultant ranging from a single consulting session to a large extended project. The Consultant will only pay the Affiliate for the successful and paid clients. If a client does not pay or stops payment, the Consultant will not be liable to pay the Affiliate a percentage of what is not paid. Consultant retains final decision as to whether to accept or deny a client.

A valid referral candidate is a potential client that meets the specifications stated in Section 1 above. The Consultant shall pay the Affiliate within thirty (30) days of a completed referral,

where a completed referral will be the engagement of the new client that has paid their invoice or begun to pay a retainer and that money has cleared the bank.

4. Term.

This Agreement shall commence upon the Effective Date, as stated above, and will continue until _____.

5. Confidentiality.

During the course of this Agreement, it may be necessary for the Consultant to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to the Affiliate in order for the Affiliate to seek out potential referrals.

The Affiliate will not share any of this proprietary information at any time. The Affiliate also will not use any of this proprietary information for the Affiliate's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party.

6. Termination.

This Agreement may be terminated at any time by either Party upon _____ days written notice to the other Party. Upon termination, the Consultant shall pay the Affiliate all compensation due as it is paid to the Consultant.

7. Representations 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 the

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 the 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. Disclaimer of Warranties.

The Affiliate shall refer potential clients/customers as requested by the Consultant.

THE AFFILIATE DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE AFFILIATE HAS NO RESPONSIBILITY TO THE CONSULTANT IF THE REFERRALS DO NOT LEAD TO THE CONSULTANT'S DESIRED RESULT(S).

11. Severability.

In the event 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 should continue in full force and effect as valid and enforceable.

12. Waiver.

The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will 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.

13. 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.

14. Legal and Binding Agreement.

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe.

The Parties each represent that they have the authority to enter into this Agreement.

15. Governing Law and Jurisdiction.

The Parties agree that this Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of law provisions. The Parties further agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Orange County, Florida, and each Party consents to the jurisdiction and venue of those courts.

16. Entire Agreement.

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Consultant:

Signed: _____

Name: _____

Date: _____

Affiliate:

Signed: _____

Name: _____

Date: _____

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