

Salty Coastal Customs Partner Referral Program Agreement

This **Salty Coastal Customs Partner Referral Program Agreement** (the "Agreement") is entered into as of this ___ day of _____, 20___, by and between Salty Coastal Customs and the Referring Partner, collectively referred to as the "Parties."

1. Parties Involved

Salty Coastal Customs

13965 Fortuna Bay Dr.
Corpus Christi, TX 78418
salty@saltycoastalcustoms.com
(361) 600-3693

Referring Partner [Full Legal Name of Referring Partner Entity/Individual]

[Street Address]

[City, State, Zip Code]

[Email Address]

[Phone Number]

2. Purpose

The purpose of this Agreement is to formalize a non-exclusive referral relationship between Salty Coastal Customs and the Referring Partner. This partnership aims to facilitate the referral of potential clients for Salty Coastal Customs' custom marine EVA foam flooring, graphics, and wrap services for boats and golf carts, located in the Coastal Bend area of Texas, including Corpus Christi, Port Aransas, Aransas Pass, and Rockport.

3. Program Name

The name of this program shall be the "**Salty Coastal Customs Partner Referral Program.**"

4. Term of Agreement

This Agreement shall commence on the Effective Date set forth above and shall continue until terminated by either Party in accordance with the provisions of Section 12 (Termination) herein.

5. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Referral:** The act of directing a potential client to Salty Coastal Customs' services.
- **Qualified Referral:** A new client referred to Salty Coastal Customs by the Partner who meets the criteria outlined in Section 8 of this Agreement.

- **Project Value:** The total invoiced amount of a Qualified Referral's project for Salty Coastal Customs' services, excluding any applicable taxes.
- **Commission:** The percentage of the Project Value earned by the Referring Partner for each Qualified Referral.
- **Client:** An individual or entity that engages Salty Coastal Customs for services.
- **Salty Coastal Customs:** Refers to the business entity, Salty Coastal Customs.

6. Partner Eligibility & Registration

To be eligible for commission under this Program, Partners must be **registered with the Salty Coastal Customs Partner Referral Program prior to referring a new client**. Registration requires the Partner to submit their contact information and formally accept the terms and conditions of this Agreement.

7. Referral Process

Referrals must be made through one of the following accepted methods to be eligible for commission:

- **Online Submission:** The Partner submits the prospective client's details (name, contact information) via the official online referral form located on Salty Coastal Customs' website ([Insert Website Link Here]).
- **Client Disclosure:** The referred client must verbally mention the referring Partner's business name or individual name at their initial contact with Salty Coastal Customs (e.g., during a phone call, in-person visit, or initial email inquiry). It is the Partner's responsibility to ensure the client mentions their name if the online form is not utilized.

8. Qualified Referral Criteria

A Referral will be deemed a **Qualified Referral** and eligible for Commission if it meets all of the following criteria:

- The referred client is a **new client** to Salty Coastal Customs (i.e., has not previously engaged with Salty Coastal Customs for services).
- The referred client **initiates a project** with Salty Coastal Customs.
- The initiated project has a **minimum Project Value of \$1,000.00**.
- The referred client's **initial project deposit has cleared the bank**.

9. Commission Structure & Payment Terms

- **Commission Rate:** Partners will earn a **flat 10% commission** on the total Project Value (excluding taxes) for each Qualified Referral.
- **Minimum Threshold:** Only projects with a total Project Value of **\$1,000.00 or more** will qualify for commission.

- **Payment Trigger:** Commissions will be paid at the time of sale to the client, after their initial project deposit has cleared the bank, typically within 48 hours.
- **Payment Method:** Commissions will be disbursed via **Venmo or check**, as preferred by the Partner upon registration.
- **Tax Implications:** The Referring Partner is responsible for all applicable taxes on commissions earned. Salty Coastal Customs will issue a W-9 form to the Partner upon registration and, if applicable, a 1099-NEC form for commissions paid as required by law.

10. Tracking & Reporting

Salty Coastal Customs will manage all referral and commission tracking internally, utilizing a spreadsheet or CRM system. Partners may inquire about the status of their referrals and earned commissions by sending an email to [Insert Dedicated Email Address for Referral Inquiries].

11. Marketing & Branding Guidelines

Partners are encouraged to promote Salty Coastal Customs' services responsibly and ethically. Under no circumstances shall Partners misrepresent Salty Coastal Customs' services, pricing, terms, or policies. Partners should use approved language and factual information when referring clients to Salty Coastal Customs.

12. Independent Contractor Relationship

The Referring Partner is and shall remain an independent contractor. Nothing in this Agreement shall be construed to create an employment relationship, agency, partnership, or joint venture between Salty Coastal Customs and the Referring Partner. The Partner has no authority to bind Salty Coastal Customs or to make any representations or warranties on its behalf.

13. Confidentiality

The Referring Partner agrees to keep confidential all non-public client information and Salty Coastal Customs' proprietary business details, including but not limited to pricing structures, marketing strategies, and operational procedures, obtained during the course of this Agreement. This obligation of confidentiality shall survive the termination of this Agreement.

14. Indemnification & Limitation of Liability

The Referring Partner agrees to indemnify, defend, and hold harmless Salty Coastal Customs, its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Partner's actions, omissions, or misrepresentations in relation to this Program. Salty Coastal Customs' liability under this Agreement shall be limited to the commissions due to the Partner for Qualified Referrals.

15. Termination

Either Party may terminate this Agreement at any time with **thirty (30) days' written notice** to the other Party. Notwithstanding the foregoing, Salty Coastal Customs may terminate this Agreement immediately upon written notice if the Referring Partner breaches any of the terms or conditions of this Agreement. Upon termination, any commissions for Qualified Referrals made prior to the termination date, and where the project deposit has cleared, will be honored.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to its conflict of laws principles.

17. Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether written or oral. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Salty Coastal Customs and the Referring Partner.

18. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SALTY COASTAL CUSTOMS

By: _____
Name: _____
Title: _____
Date: _____

REFERRING PARTNER

By: _____
Name: _____
Title: _____
Date: _____