



PROPOSAL KIT SAMPLE

SAMPLE CONTRACT PACK DOCUMENT

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For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

Also see this article for proposal and contract writing best practices:



<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

[Click here to purchase Contract Pack](#)

<<Company>> AFFILIATE TERMS AND CONDITIONS

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth <<Company>>'s Affiliate Terms and Conditions.

Terms and Conditions

This Agreement contains the complete terms and conditions that apply to your participation as an affiliate in the Affiliate Program of <<Company>>, and the establishment of links from your affiliate web site to our web site <<Domain>>. As used in this Agreement, "we," "us," "our," or "Company" means <<Company>> and "you" or "your" means the Affiliate, and "Product" means any and all items offered for sale by us on the <<Company>> web site.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND <<Company>>. BY CLICKING THE "I AGREE" BUTTON ON THE AFFILIATE APPLICATION, YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ THE AFFILIATE AGREEMENT AND UNDERSTAND THE TERMS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AFFILIATE AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS HEREOF.

1. Enrollment in the Affiliate Program.

To begin the enrollment process, you will submit a completed Affiliate Application via our web site. Once your application has been approved, you will receive your affiliate code and password to allow you to start marketing the Company products. We may reject your application if we determine (in our sole discretion) that your site is unsuitable as an Affiliate for any reason, including, but not limited to, if your site incorporates images or content that is in any way unlawful, harmful, threatening, defamatory, obscene; harassing or racially, ethically, or otherwise objectionable; such as sites that facilitate illegal activity; depict sexually explicit images; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promote illegal activities or incorporate any materials that infringe or assist others to infringe on any copyright, trademark, or other intellectual property rights (collectively "Content Restrictions").

2. Using Our Links on Your Site.

Link means a hyperlink to the Company web site that is copied and pasted from your individual password-protected affiliate administration area on our site. If the HTML code is altered in any way after copying from that web page, we take no responsibility for you receiving credit for any sale. Any change you make may cause the tracking to no longer function correctly.

As an affiliate site ("Affiliate Site"), we will make available to you banners, button links to our web site and/or text links to our web site, containing Company logo and words identifying Company. In using the links, you agree that you will take full responsibility in maintaining all such links. All Affiliate Sites shall display such graphic images prominently throughout your site as you see fit and with our consent. You shall not alter, modify, or expand the links in any way without our written consent. Each link connecting users of your web site to our web site will in no way alter the look, feel, or functionality of our web site. We have the right in our sole discretion to monitor your web site at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

Affiliate should place the appropriate copyright and trademark notices.

You are allowed to use the prices of the Company products on your web site but you are responsible for keeping your information on pricing up-to-date as Company from time to time will post specials, discounts or change product pricing in their sole discretion.

3. Order Processing.

We will be responsible for providing all information necessary to allow you to make appropriate links from your web site to our web site. However, all links must be approved by Company. We will process orders placed by customers who follow the links from your web site to the Company web site. We reserve the right to reject orders that do not comply with certain requirements, that we periodically may establish. We will be solely responsible for all aspects of order processing and fulfillment, including order entry, payment processing, shipping and

handling, cancellations, returns and related customer service. We will track the volume and amount of sales generated by your web site and will make unaudited reports available for your review through your affiliate account on our web site. The form, content, and frequency of the reports may vary from time to time to our discretion. To permit accurate tracking, reporting, and fee accrual, you must ensure that the links between your web site and our web site are properly formatted. It is your sole responsibility to ensure that the links that you have placed on your web site are always working properly.

4. Commissions.

Commissions (Commission Rate) on trackable online sales are paid on net sales (i.e., the net is the remaining amount after any of these deductions: sales tax, duty, shipping, handling, credit card fees and similar charges, and not including any portion of payment made through the redemption of gift certificates, coupons, or credits. The Commission Rate is subject to change at any time or from time to time, in our sole and absolute discretion. You will be notified of any change in the Commission Rate. Commissions will also be reduced for amounts due to credit card fraud, bad debts, cancellations, charge backs and credits for returned goods. A commission will be paid only if the visitor to our web site is tracked by the system from the time of the link to the time of the sale. No commission will be paid if the visitor to our web site cannot be tracked by our system.

Affiliate and Net Sales Percentage

- 1) << Insert 1st tier Commission Policy or Structure Here >>.
- 2) << Insert 2nd tier Commission Policy or Structure Here >>.

The above fee schedule is subject to change without notice.

Our cookies are non-expiring, so repeat visitors that do not come directly from your web site will still count toward your commissions if the cookie is not otherwise removed by the user. For a sale to generate a commission, the customer must follow the link from your web site to our web site, purchase the Product or Products in question using our online ordering system, accept delivery of the item at the shipping destination, and remit full payment to us.

5. Commission Payment.

Commissions on sales are paid on net sales actually collected from customers. Orders are not eligible for a commission due to credit card fraud, bad debts, cancellations, charge backs and credits for returned Products. If a commission has been paid, the commission will be deducted from future commissions. Commissions will be paid 30 days after the order is fulfilled. All commissions are paid at the end of any given month. The Commission base is subject to change at any time or from time to time, in our sole and absolute discretion. You will be notified of any change in the Commission base.

All commissions payments are made through PayPal.com unless special arrangements are made for affiliates who do not have access to PayPal.com.

You agree that you are solely responsible for all tax obligations due to all taxing authorities arising from or in connection with your participation in our Affiliate Program. Company shall not withhold any taxes of any kind from your commission checks.

Company is not responsible for resending lost or missing payments past 90 days from payment date.

6. Reports of Sales.

You will be given a password and have the ability to enter a password-protected web site to receive your sales statistics on a daily basis.

7. Policies and Pricing.

Customers who buy Product through the Affiliate Program will be deemed to be customers of Company. Accordingly, all Company rules, policies, and operating procedures concerning customer orders, customer service, and sales will apply to those customers. We may change our policies and

DEMO CONTRACT

This demo contract has been truncated. The complete 7 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/policy-templates/affiliate-terms-policy-agreement-template.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

ProposalKit.com/htm/proposal-software-products.htm

