

# Groomers Helper® Affiliate Agreement

This Agreement is between Groomer Helper® (Company) and \_\_\_\_\_ (Affiliate). All Affiliates are NOT employees of Company and are responsible for their own state, local, and country taxes. All Both Company and Affiliate reserve the right to terminate this agreement at any time. If canceled, outstanding commission for current period at time of cancellation shall be paid in the next monthly payment so long as rules of this agreement were not violated by the Affiliate.

## Commissions

Affiliates will receive 25% commission on sales they created. There is no commission paid on shipping, handling or taxes. Affiliate commission shall be paid by corporate check and mailed no later than the 10th of each month. Affiliate's compensation will be based off of the total gross income received by the company in the previous month from Affiliate's sales. If due compensation does not exceed \$10 for U.S. based affiliates or \$25 for all others during a given month, Company reserves the right to hold compensation due to Affiliate until compensation reaches that minimum threshold. All payments will be made in U.S. dollars.

## Prohibited Sales

Affiliate will not be authorized to sell ActiVet® Brushes.

## Term of Agreement

This agreement remains in effect until cancelled by either party. Compensation earned through the date of cancellation of this agreement will remain payable only if the qualifying sales are not cancelled or refunded by the referred customers.

## Disclaimer

Company will make every reasonable effort to track and pay commissions for all sales that apply to Affiliate. However, Company is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt or diminish this service.

## Independent Contractor

The relationship between Company and Affiliate established by this Agreement is that of independent contractors. Company and Affiliate shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Affiliate" shall not be interpreted as a legal partner or affiliate, simply as an independent contractor for Company under this agreement.

## Limitation of Damages

Company shall not be held liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if Company has been advised of the possibility of such damages. Company aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by Company under this agreement.

## Warranty Disclaimer

Company makes no warranties expressed or implied with regard to the Affiliate Program except as outlined in this agreement.

## Governing Law

This agreement shall be governed by the laws of the State of New Jersey and the United States.

I agree to the above Terms & Conditions attached herein.

\_\_\_\_\_  
Affiliate (Print Name)

\_\_\_\_\_  
Company Representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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