

Affiliate Agreement Template

Free template from Superdeal. Full guide: <https://superdeal.io/blog/affiliate-agreement-template>
To edit: File > Make a copy (or File > Download as Word).

This is a starting point, not legal advice. Have a lawyer review it before you use it.

AFFILIATE AGREEMENT

This Affiliate Agreement ("Agreement") is made on [date] between [Brand legal name], [address] ("Brand"), and [Affiliate name or company], [address] ("Affiliate").

1. Program. Brand invites Affiliate to promote [products or "all products"] sold at [website] through the [program name] affiliate program.

2. Tracking. Brand will give Affiliate a unique link and/or discount code [code]. A sale is credited to Affiliate when a customer buys within [number] days of clicking Affiliate's link, or uses Affiliate's code at checkout. If more than one affiliate is involved, [the last click / the code used] decides.

3. Commission. Brand will pay Affiliate [percentage]% of the net sale amount, meaning the price paid after discounts and excluding taxes, shipping and gift card purchases. [Optional: a flat bonus of \$[amount] after [number] sales in a calendar month.]

4. Returns. No commission is due on orders that are canceled, returned or charged back. If commission was already paid on such an order, Brand may deduct it from the next payout.

5. Payment. Brand will pay commission monthly, [number] days after the end of the month in which the sale was made, by [PayPal / bank transfer / other], once the balance reaches \$[amount]. Brand will provide a report of credited sales with each payment [or: Affiliate can see sales in real time at (dashboard)].

6. Promotion rules. Affiliate will not: (a) bid on Brand's name or trademarks in paid search ads; (b) post Affiliate's code on coupon or deal sites; (c) make claims about the products that Brand has not approved; (d) send unsolicited messages or spam; (e) use paid traffic sources without Brand's written OK.

7. Disclosure. Affiliate will clearly disclose the paid relationship in every post, video or page that promotes Brand, as required by the FTC Endorsement Guides and the rules of each platform.

8. Brand assets. Brand gives Affiliate a limited, non-exclusive right to use Brand's name, logo and product images only to promote Brand under this Agreement. This right ends when the Agreement ends.

9. Exclusivity. This Agreement is non-exclusive. [Optional: During the term, Affiliate will not promote competing products in (category), in exchange for (higher rate / flat fee).]

10. Term and termination. This Agreement starts on the date above and continues until either party ends it with [number] days' written notice. Brand may end it immediately if Affiliate breaks section 6 or 7. Commission on valid sales made before the end date will be paid on the normal schedule.

11. Independent contractor. Affiliate is an independent contractor, not an employee or agent of Brand, and is responsible for Affiliate's own taxes.

12. Limitation of liability. Neither party is liable for indirect or lost-profit damages. Brand's total liability under this Agreement is limited to commission owed.

13. Changes. Brand may change commission rates with [number] days' written notice. Changes do not affect sales made before the change.

14. Governing law. This Agreement is governed by the laws of [state].

Signed:

Brand: _____ Name, title, date

Affiliate: _____ Name, date