



SaferBoater Affiliate Agreement

Membership Level : _____

TRAINING SUPPORT

Certified, Vetted, Insured & Experienced Instructors

Standardized Program

Insurance Support

NASBLA Standards

Liability Protection

DIGITAL MARKETING SUPPORT

Social Media Post Announcing Partnership

Social Media Posts Per Year Recognizing Partner

Placement In Email / Newsletter Blast Announcing Partnership

Mentions In Blog Annually

Safety Articles or Blog Posts

Blog Posts Featuring Your Business

Podcast Featuring Your Business

BRANDING SUPPORT

Logo Placement On Our Website

Provide Our Logo For Partner's Website

Provide Graphics For Partner Deployment On Channels

Customized Landing Page

Recognition At Our Trade Show Booths As "Safety Leaders/Champions"

Hosted Program On Your Site Powered by SaferBoater

IN STORE SUPPORT

Physical Brochures

Member Window Sticker

Window Clings

Signs For Stores

Floor Decal

Two Video Cards

Wood Plaques- For Wall Stating Their Dedication To Water Safety

COMMISSIONS

Earned Revenue On Initiated Sales

Buy In- Renewable Annually

Supporter	Leader	Champion
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THE PARTIES TO THIS AGREEMENT ARE:

Company:

SaferBoater (hereinafter "Company") is a South Carolina registered 501(c)(3) Nonprofit with a principal place of business at 8421 Dorchester Road Suite 109, North Charleston, SC 29420

Affiliate:

_____ (hereinafter "Affiliate") with a principal place of
business at _____

Whereas the company is engaged in the business of boating safety education and boat handling training;

Whereas Affiliate may from time to time refer potential customers to the Company for a Referral Fee for the agreement period of one year from the date of the signed agreement;

Company reserves the right to make changes to the SaferBoater Affiliate Program and this Agreement at any time, and such changes will be effective immediately upon either being provided to the affiliate via email or such other method we select in our sole discretion or otherwise being posted by Company on any applicable platform used by the Company for administering the Program.

The Parties agree to the following:

1. Affiliate will receive Referral Fees as set forth herein upon a Successful Referral. The "Referral Fee" shall be calculated as:
 - a. Percentage (____%) of the Net Sale Value of goods or services sold by the Company to a Successful Referral ("Sale"); plus
2. Net Sale Value shall be calculated as the gross consideration from a Successful Referral minus sales tax, postage and packaging, insurance, refunds and payments not honored by a financial institution.





3. Upon receipt of payment from a Successful Referral, the Company shall issue payment of the Referral Fee to the Affiliate within thirty (30) days.
4. A Successful Referral shall be deemed to have occurred when:
 - a. A new potential customer is referred to the Company by an Affiliate; and
 - b. Within 60 days of the referral, the Company completes the Sale.
5. The Affiliate shall not make promises or issue any warranty either expressed or implied about the goods or services offered by the Company unless authorized in writing by the Company to do so.
6. Affiliate is authorized to use the Company's logos and trademarks to promote and identify the Company's products or services. No alterations or additions are permitted, as outlined in the Company's Branding Guidelines. This agreement does not provide the Affiliate any ownership in Company's trademarks or other intellectual property rights.
7. The relationship between the parties shall be that of independent contractors. No employment, partnership, or joint venture relationship is formed by this agreement, and at no time may either party position itself as an entity of the other party, except the Affiliate may represent itself as an independent referrer of the Company.
 - a. Given this independent relationship, neither party shall (i) enter into any agreements on behalf of the other, (ii) assert, represent, or warrant, either expressed or implied, on behalf of the other party, (iii) or incur any expenses on behalf of the other party.
8. This agreement does not exclude Affiliate from entering into other referral agreements, does not limit Affiliate to providing referrals exclusively to Company even for like products or services or to direct competitors of Company, and does not grant exclusive rights to Affiliate to act as its sole referrer.
9. The Company agrees not to disclose confidential information about the Affiliate that is not obtainable as public information or via routine vendor inquiry, including the contents of this agreement.
10. Either party may terminate this agreement at any time by giving the other party 15 days prior written notice.





11. Each party shall indemnify, defend, and hold the other party (and any other relation to the other party) harmless against any claims arising from misrepresentation, default, misconduct, failure to perform, or any other act related to this agreement. Company shall, in addition, indemnify, defend, and hold Affiliate (and any other relation to the Affiliate) harmless against any and all claims of whatsoever nature, including but not limited to death and bodily injury, arising from the sale, use, representations, warranties, intellectual property rights, privacy rights, violations of law, manufacturing and all other matters related to Company's goods or services.
12. This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.
13. If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions. This agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained.
14. This agreement shall be governed by the laws of South Carolina, without giving effects to principles of conflicts of law. Jurisdiction and venue shall be exclusively in the state and federal courts sitting in Dorchester County, South Carolina
15. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGE CLAIM ASSERTED BY OR AWARDED TO A THIRD PARTY FOR WHICH A PARTY WOULD OTHERWISE BE LIABLE UNDER ANY INDEMNIFICATION PROVISION SET FORTH HEREIN.





The term of this agreement shall commence on the latest date of the signature below and shall continue in full force for the term of one year from the agreement date.

By executing this agreement, both signatories duly warrant their authority to sign this agreement.

By: _____

dba: _____

Name: _____

Title: _____

Email: _____

Signature: _____

Date: _____

By: SaferBoater

Name: _____

Title: _____

Email: _____

Signature: _____

Date: _____

