

Business Guide Affiliate Contract

Agreement:

This agreement entered into on this _____ day of _____, 2008 by and between “The Business Guide Inc.” of St. John’s, Newfoundland, Canada, (the first party, hereafter referred to as “The Guide”) and (insert company or individual name) _____ (hereafter referred to as The Second Party) of (insert name of city, province) _____, in consideration of The Second Party and their affiliation with The Guide. The length of this agreement is for a term of 12 months from this date. By signing this agreement both parties signify their agreement to the terms and conditions outlined herein.

Rights and Responsibilities of the Business Guide Incorporated:

1. The Guide will undertake to limit to a reasonable level the number of affiliates in any province, thereby increasing the likelihood that all affiliates will receive an acceptable number of referrals.
2. The Guide will refer on a “most appropriate” basis, anyone wishing to contact an affiliate, unless the referral requests a specific affiliate. Referrals will be made by email.
3. The Guide cannot guarantee the number or quality of referrals to The Second Party.
4. The Guide reserves the right to cancel this agreement if the Second Party fails to follow up with referrals. In such case, the affiliation fee shall not be refunded.

Rights and Responsibilities of The Second Party:

1. The Second Party will contact each referral, electronically or otherwise, within seven days of receiving the referral from The Guide, following which The Second Party and the referral will determine whether they wish to conduct additional business.
2. The Second Party may not enter into any agreement on behalf of The Guide and The Guide may not be held liable as a result of any dispute between The Second Party and the referral.
3. The Second Party agrees to The Guide’s right to contact the referral for service satisfaction evaluation.

4. The Second Party agrees to pay The Guide an annual \$259.95.00 (plus applicable taxes) affiliation fee to receive referrals from the following province(s)

List Provinces:

1. _____
2. _____
3. _____

5. The Second Party is entitled to keep 100 % of any fee for service negotiated between The Second Party and the referral.
6. The second party must maintain a valid email account in order to receive referrals from "The Guide"

Termination of Agreement:

Either party may terminate this agreement for just cause, giving 30 days written notice to the other party. Failure by either party to follow the rights and obligations as outlined constitutes a breach of this agreement.

Settlement of Dispute:

The laws of Canada will govern the terms of the Agreement. The proper forum for litigation of any dispute resulting from this agreement will be in the courts having jurisdiction in the City of St. John's, Newfoundland Canada. I agree to litigate any dispute in that proper forum as set forth above.

By my signature below, I indicate understanding of and agreement with the provisions of this business Agreement. This Agreement shall have no effect until accepted by The Business Guide Incorporated as indicated by signature of officer below.

Signed on this _____ day of _____, 2008.

Sharon Monahan
President, The Business Guide Inc.

Affiliate Signature