

# **American International Interpreting and Translation, LLC**

## **Reseller Agreement with AIIT**

This REFERRAL AGREEMENT was made between:

**Contact Name** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Address 1** \_\_\_\_\_

**Address 2** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Tel.:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Bank Wire Information** \_\_\_\_\_

**Email address for Paypal payments:** \_\_\_\_\_

hereinafter referred to as ("**REFERRER**"),

AND

**American International Interpreting and Translation, LLC (AIIT)**

1295 Ridge Ave.

Manahawkin, NJ 08050

Tel: 1877-696-6906,

609-489-0500

Email: [info@aiitllc.com](mailto:info@aiitllc.com)

Website: [www.aiitllc.com](http://www.aiitllc.com)

hereinafter referred as ("**SELLER**")

The two parties hereto agree that REFERRER shall send potential translation or interpreting clients to AIIT to receive price quotes, and upon award, receive contracts from prospects sent by REFERRER, for which REFERRER will receive referral/commission fees on awarded projects.

- 1) **Definitions:** "REFERRER" means a gatherer and referrer of potential translation or interpreting clients.
- 2) **Non Exclusive Appointment:** REFERRER will send potential translation or interpreting clients to AIIT, but in a NON EXCLUSIVE role, in other words, REFERRER has no exclusive role, and AIIT may undertake any marketing efforts

without restriction regarding REFERRER. AIIT recognizes that REFERRER may send the potential Arabic translation clients to other translation agencies as part of our original agreement and has no obligation to send potential clients to AIIT exclusively.

- 3) REFERRER will receive referral commissions determined by country, language and assignment. AIIT has no obligation to REFERRER for marketing expenses incurred by REFERRER, and has no obligation to respond to price quote requests.

AIIT will not circumvent REFERRER and privately respond to referred potential clients without notifying REFERRER by email of such price quote responses, as part of our good faith agreement. AIIT may respond in a follow up manner to potential clients without contacting REFERRER if they so choose. AIIT does agree to let REFERRER know of any price modifications in the course of such follow up communications.

- 4) **Client Acceptance, Payment:** REFERRER will send potential translation or interpreting clients to AIIT by email or phone. AIIT maintains the right to accept or deny any price quote request for any person.

In the event that a referred client awards AIIT with a translation project, REFERRER asks that AIIT notifies REFERRER immediately of the awarded project and expected total cost.

AIIT will then pay REFERRER the entire commission within 30 days after the translation project in question has been paid in full by the referred client.

Payment shall be made in US dollars , by company check, bank wire transfer, or Paypal as will be agreed upon by the parties.

- 5) **Confidentiality:** Any information that is shared between REFERRER and AIIT, including potential client info, shall remain strictly confidential.
- 6) **Relationship of the Parties:** The relationship between REFERRER and AIIT is that of a REFERRER and SELLER. They shall not be construed as employer/employee, joint venture, etc. This agreement is a commercial agreement between businesses, not a consumer agreement.

REFERRER has no authority to contract on behalf of AIIT.

REFERRER has no legal binding responsibility towards the referred clients for translation work or work otherwise performed by AIIT in the case of any dispute erupting between AIIT and a referred client.

- 7) **Term, Termination:** This agreement shall be automatically renewed on an annual basis, unless terminated by one of the parties for any reason. To terminate the

agreement, a party shall write an email notification to the other party that the Referral Agreement is no longer desired.

From the moment that written notification has been sent, AIIT will stop offering price quotes to referred clients, and REFERRER will stop sending price quote requests.

Any price quotes that have been already offered to referred potential clients by AIIT will not be subject to this termination request and will be respected by AIIT. The act of responding to a referred price quote request binds AIIT to our above agreement.

- 8) **Miscellaneous:** This agreement was formed in a spirit of good faith and in a spirit of cooperation and mutual benefit. It was also formed in a spirit of correct business practices towards each other and towards any potential or existing clients as an expression of transparent, helpful services and practices. It is understood that its success depends on this good faith, but it is also understood that if this relationship is no longer beneficial to one of the parties or both, it may be terminated freely in the same spirit of good faith.
- 9) **Modifications:** This agreement may be modified on the request of either party, but will only go into effect after a written approval has been sent by the receiving party accepting the proposed modification. If written approval is not given for a proposed modification by the receiving party, the agreement remains unaltered. A proposed modification must be mutually acceptable to both parties.

**In witness whereof**, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting their ability to enter into this agreement for the person or entity herein named as a party hereto.

**SELLER**

**REFERRER**

**Joan Workman**  
AIIT , LLC

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Signed

\_\_\_\_\_  
Signed

1295 Ridge Ave.  
Manahawkin, NJ 08050

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Date: \_\_\_\_\_

Date: \_\_\_\_\_