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# **Contractor Referral Agreement (CRA)**

# This Master Contract Referral Agreement (“CRA”) is a mutual agreement between

|  |  |
| --- | --- |
| **Contractor (“We,” “Us,” “TIP”)**  Company Name  Address  City, State, Zip  Name of Executive  Executive Title | **Contractor #2 (“Client,” “You,” “Your”)**  Company Name  Address  City, State, Zip  Name of Executive  Executive Title |

**1. Purpose.**

The purpose of this Agreement is to outline the terms under which the Referring Contractor will refer potential customers to the Receiving Contractor in exchange for a referral fee or other mutually agreed-upon compensation.

**2. Referral Process**

The Referring Contractor may submit qualified leads to the Receiving Contractor by phone, email, or referral form. Each lead must include the customer’s full name, address, phone number, and a brief description of the project or requested service. The Receiving Contractor will confirm receipt of the referral within two (2) business days.

**3. Referral Fee**

* The Receiving Contractor agrees to pay the Referring Contractor \_\_\_ % of the total project amount or a flat fee of $\_\_\_ per closed referral.
* A referral is considered closed when the referred customer signs a contract and the Receiving Contractor has received full payment (or the first scheduled payment).
* Referral payments will be issued within \_\_\_ days after the Receiving Contractor receives payment from the customer.
* Referral fees are due only for new customers not previously contacted or serviced by the Receiving Contractor.

**4. Non-Exclusivity.**

Both Parties understand that this Agreement is non-exclusive. Either party may enter into similar referral or partnership agreements with other contractors or businesses.

**5. Independent Contractors.**

Each Party is operating as an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, joint venture, or partnership between the Parties.

**6. Liability and Representation.**

The Referring Contractor may not make any promises or representations on behalf of the Receiving Contractor beyond basic service introductions. The Receiving Contractor assumes full responsibility for work performed, warranties, and all customer interactions. The Referring Contractor is not liable for the Receiving Contractor’s workmanship, pricing, or outcomes.

**7. Confidentiality**

Any customer lists, pricing information, or proprietary details shared under this Agreement shall remain confidential and may not be disclosed to third parties without written consent.

**8. Authorized and Un-Authorized Cross Marketing**

**Both Parties may:**

* Share business cards, flyers, and brochures provided directly by the other Party.
* Display each other’s materials in their offices, trade show booths, job sites, or vehicles, as long as the materials remain unaltered.
* Refer customers verbally to the other Party by name or brand, using accurate information about services offered.
* Include basic referral mentions in proposals or emails (e.g., “We work with [Company Name] for complementary services like roofing, gutters, etc.”), provided the information is factual and non-promotional.

**Neither Party may:**

* **Alter, modify, or edit** any logos, slogans, graphics, or written materials created by the other Party without prior written consent.
* **Rebrand or co-label** any marketing piece (print or digital) unless both Parties have approved the final version in writing.
* **Purchase or run paid ads** (Google, Meta, print, radio, or otherwise) using the other Party’s brand name, logo, or likeness.
* **Create misleading or comparative claims** (e.g., “endorsed by” or “partner company of”) unless formally authorized.
* **Use customer photos, testimonials, or projects** completed by the other Party without written approval.

**Ownership of Marketing Materials:**

All designs, brand assets, written content, and imagery remain the sole property of the originating Party. Permission to use such materials is non-exclusive, revocable, and limited to referral and cross-promotion purposes defined in this Addendum.

**9. Term and Termination**

This Agreement begins on the Effective Date and remains in effect until terminated by either Party with seven (7) days’ written notice. Any referrals made before termination will still qualify for payment if they close within \_\_\_ days after termination.

**10. Dispute Resolution**

If a dispute arises, the Parties agree to attempt to resolve it informally first. If not resolved within 30 days, the dispute will be settled by binding arbitration in \_\_\_\_ (County, State).

**11. Entire Agreement**

This document represents the entire agreement between the Parties and supersedes all prior discussions or understandings, whether written or oral.

**12. Signatures.**

By signing below, both parties agree to all terms and conditions, and the date of signatures serves as the effective date.

|  |  |
| --- | --- |
| **Contractor #2 Name:** | **Contractor #2 Name:** |
| **Contractor #2 Signature:** | **Contractor #2 Signature:** |
| **Date Signed:** | **Date Signed:** |