



REFERRAL AGREEMENT

This Referral Fee Agreement (hereinafter the “Agreement”) is made on the date of Referral Account Registration, by and between Registered Company with (hereinafter referred to as “Referrer”) and (hereinafter referred to as “PIT”) (each a “Party” and together the “Parties”).

WHEREAS, PIT is in the business of Service Provider of grease trap repair;

WHEREAS, Referrer has certain contacts with businesses that own grease traps and desires to act as an intermediary finder of clients for PIT’s services;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. **TERM AND TERMINATION.** The term of this Agreement shall commence on the Registration Date and shall continue in full force and for a period of a year, and shall continue for additional periods of a year unless terminated by either Party
2. For the term of this Agreement, Referrer shall have the non-exclusive right to introduce prospective clients to the PIT who are not already known to the PIT.
3. **FEES AND PAYMENT.** This Agreement contemplates an introduction only. The referrer will receive commission based on the fee paid to the PIT, calculated based upon the then current Referral Fee / Commission Schedule. Referrer will be paid upon PIT’s receipt of payment from the client. PIT will send payment within 20 days of receipt and referrer will respond with an accompanying invoice for the payment.
 1. Relationship Between the Parties. Each Party’s relationship with the other is that of independent contractor. Nothing contained herein creates a partnership, joint venture or similar business relationship between PIT and referrer. No employee will be considered an employee of the other for any purpose.
 2. Use of Name. PIT and its employees, agents and representatives will not, without Referrer’s prior written consent in each instance, use in advertising, publicity or other promotional endeavor, the name of Referrer or any of Referrer’s affiliates, or any officer or employee of Referrer, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof used by Referrer or its affiliates; or represent, directly or indirectly, that any product or service provided by PIT has been approved or endorsed by PIT, or refer to the existence of this Agreement in press releases, advertising or materials distributed to PIT’s prospective customers.
 3. Force Majeure. Referrer shall not be held responsible nor be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of its obligations herein if such delay or failure is the result of causes beyond the control of Referrer.
 4. Governing Law. This Agreement, its subject matter and the parties’ respective rights and obligations herein shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles regarding conflicts of law.
 5. Modification, Amendment and Waiver; Benefit There are no understandings, agreements or representations, express or implied, with respect to the subject matter hereof not specified herein. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by a writing executed by both parties. This Agreement will inure to the benefit of Referrer, PIT, and the successors and the permitted assignee of each.
 6. Referrer may assign this Agreement, and/or any rights and/or obligations herein upon written notice and without the consent of PIT to any (i) subsidiary or affiliate of Referrer, or (ii) successor pursuant to a merger, consolidation, sale of all or substantially all of its assets. PIT shall not assign this Agreement, and/or any rights and/or obligations herein without Referrer’s prior written consent.
 7. Both Referrer and PIT have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.
 8. IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Registration Date.