

## Aftermath Referral Program Agreement

This Aftermath Referral Program Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between Aftermath Services LLC, a Delaware limited liability company ("Aftermath"), and \_\_\_\_\_, ("Referring Party") (collectively, the "Parties").

The Parties hereby agree to the following terms and conditions:

### **Terms & Conditions:**

1. The Parties agree that traditional biohazard remediation service jobs are defined as remediation due to the presence of blood and biological materials in a home or commercial structure due to an unattended death, suicide, homicide, accident, or bleed out ("referral").
2. Aftermath shall pay Referring Party a payment based on the signed scope of services:
  - a. Bio Removal = \$50
  - b. Bio Safe = \$250
  - c. Bio Home = \$500
3. Payments will be paid within thirty (30) days after services are signed. Payments to Referring Party will be mailed to:
  - a. Name: \_\_\_\_\_
  - b. Address: \_\_\_\_\_
  - c. If payment is connected to a business, Aftermath must receive a valid W9
4. To be eligible for the payment, Referring Party must utilize Aftermath's dedicated account number and/or Referring Party is explicitly named by the customer upon signing of services.
5. This Agreement does not establish an agent, principal, employment, partnership, or joint venture between Aftermath and the Referring Party. The Referring Party shall not have the power or authority to execute any legal documents for or on behalf of Aftermath nor do anything to legally obligate Aftermath in any manner.
6. This Agreement and the referral relationship contemplated and created hereby may be terminated by either Party upon thirty (30) days written notice given to the other. Such notice shall be deemed as having been validly served if sent by certified mail, return receipt requested, to Aftermath at 75 Executive Drive, Suite 200, Aurora, IL 60504 or to the Referring Party at \_\_\_\_\_.
7. The Referring Party understands, agrees, and acknowledges that Aftermath may enter into agreements of this type or a similar version thereof with third parties to promote Aftermath's business. Aftermath reserves the right to refer its customers' jobs to any party in Aftermath's Partnership Network. **Aftermath will not enter into any referral relationship that violates any applicable federal, state, or local statutes, regulations, ordinances, ethical rules, or other considerations.**
8. The Referring Party's advertising, marketing, and promotional efforts (if any) shall not violate any law, code, or other rules or regulations, and shall not reflect negatively upon Aftermath's reputation. Except as set forth herein, in no event shall Aftermath be liable to Referring Party for any direct, indirect, special, incidental, or consequential damages (including business interruption, lost profits, lost savings or lost business), attorneys' fees or costs or for any damages resulting from the breach of this Agreement or from the conduct contemplated herein, whether such claim is based on contract, tort, including negligence, any theory of strict liability or regulatory action, even if it has been advised of their possible existence. In no event shall Aftermath be liable to Referring Party in excess of the amount actually owed and received from the Referring Party in connection with the Referrals under this Agreement. **IN NO EVENT SHALL AFTERMATH BE LIABLE TO REFERRING PARTY FOR CLAIMS RELATED TO THE REFERRING PARTY'S SERVICES, CUSTOMER SATISFACTION, OR PAYMENT.**

9. Subject to this Agreement, the Referring Party shall indemnify, hold harmless, and defend Aftermath and its officers, directors, managers, members, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements interest, award, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising out of or related to any third-party claim alleging breach or non-fulfillment of any provision of this Agreement by Referring Party or Referring Party's agents; any act or omission of Referring Party or its agents in connection with the performance of its obligations under this Agreement; any act or omission of Referring Party or its agents in connection with the Referral; any bodily injury, death of any person, or trespass or damage to real or tangible personal property caused by any act or omission of Referring Party or its agents (including any reckless or willful misconduct); or any failure by Referring Party or its agents to comply with any applicable federal, state, or local laws, regulations, or codes in connection to this Agreement. This indemnification will survive the termination of this Agreement.
10. Referral contacts made by Aftermath during the term of this Agreement, whether through the Referring Party or another third party, shall be the property of Aftermath for the duration of this Agreement and shall remain the property of Aftermath at the conclusion of this Agreement; Aftermath expressly does not waive any right to this information. Aftermath further reserves the right to communicate, without limitation, with all customers of the Referring Party that are customers as a result of the Referral herein.
11. This Agreement shall be kept confidential and shall not be disclosed to any individual or entity besides the Parties named herein. Further, this Agreement and the provisions contained herein shall not be disclosed by Referring Party to any individual or entity affiliated with Aftermath, including but not limited to its employees and vendors, except for those individuals or entities explicitly authorized by Aftermath.
12. Referring Party may not assign this Agreement without the prior written consent of Aftermath, which consent shall not be unreasonably withheld. If any provision of this Agreement or the application thereof shall be found to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. This Agreement and any amendment or supplement hereto or any waiver granted in connection herewith may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Facsimile signatures shall be deemed as legally effective as a signed original.
13. This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by both Parties. The laws of the State of Illinois shall govern this Agreement without giving effect to the choice of law provisions thereof. The Referring Party agrees to submit to the jurisdiction of the state or federal courts of Illinois.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above. By signing below, the undersigned acknowledge and attest they have completely read this Agreement and that the terms and conditions hereof are fully understood and voluntarily accepted.

**AFTERMATH SERVICES LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**REFERRING PARTY:**

By: \_\_\_\_\_

Its: \_\_\_\_\_