

Tara's Equine Designs Affiliate Program

Foreword

Thank you for your interest in Tara's Equine Designs (TsED) Affiliate Program. This program is designed to benefit both TsED and any affiliate that chooses to sign up and is accepted into our affiliate program. The following agreement is written to protect both TsED and your company.

If you have any questions or concerns please do not hesitate to contact us at TarasEquineDesigns@yahoo.com or 828-391-4865. Open and honest communication is important to us.

Agreement

Please read through this agreement entirely. Once the agreement has been submitted and accepted your company and TsED are bound by the terms. This is a legal agreement between you and Tara's Equine Designs. It will be good for up to one year and will terminate on Jan 1 of each year or as stated in the below agreement. A copy of the agreement signed by TsED will be returned to you once you are accepted into the program. Please keep a copy of this agreement for your records.

Affiliate Obligations

The affiliate must fill out this form completely and submit the form to TsED. Submission of the form does not imply that you have been automatically accepted into the affiliate program. We reserve the right to deny or cancel your application if we determine your company is not suitable for the program. Rejection of the application may result due to but not limited to the following reasons.

- Affiliate promotes illegal activities, violence or discrimination.
- Affiliate represents TsED in a negative or demeaning light.

As a member of the Tara's Equine Designs affiliate program you are entitled to use photos and information on our website to promote our company for the benefit of receiving a percentage of sales from orders placed directly as a result of the promotion. You are not entitled to a percentage of sales as a result of any other means of advertising from other companies or TsED. Photos may not be altered in any way or used in a way that does not directly promote TsED.

Any advertising and promotion is your responsibility. TsED must approve all published materials before distribution. Advertising may also be by word of mouth. You may not use any other entities material for advertising TsED. Any use of copyrighted materials from a source other than TsED that results in legal action will be your sole responsibility and will not directly affect TsED. TsED is not responsible for any costs and expenses incurred due to participation in the affiliate program.

Materials published on your website which are owned by TsED must link directly to the TsED website. Published materials may not give any implication that leads customers to believe you are TsED.

Tara's Equine Designs Rights and Obligations

We have the right to refuse or terminate this agreement without notice if we feel you do not represent TsED in a manner that is positive. We are not liable for any commission before this agreement is accepted or after termination.

We have the right to review all published materials prior to printing and distribution. We may notify you of any changes that we feel should be made. Refusal to make changes to the material that we feel should be made may result in termination of the program.

Termination

TsED or you have the right to terminate this agreement at any time. Notice of termination by you must be given in written form by mail or email. Any breach of this agreement may be subject to immediate termination by TsED.

Modification

We reserve the right to modify the terms and conditions of this agreement at any time. You will be notified of any modifications to this agreement in writing. You may terminate participation to this program if you do not accept the modifications.

Payment

TsED will remit to you 10% of the direct sales generated from advertising by you. TsED will handle all tracking of the sales. Tracking of sales will be the result of the customer indicating on their order forms that their purchase was a direct result of promotion by you. Only one company indicated on an order form may benefit from the sale. Payment will be made quarterly along with a report of the commissions due to you. No report will be provided when 0 sales have been recorded for the quarter.

Promotion Restrictions

You may not advertise TsED in any way that leads others to believe you are TsED. You must represent yourself in a professional manner and not conceal or misrepresent your identity.

You are free to promote TsED on your website or to your current or potential customers that may not be considered SPAM or unsolicited commercial email (UCE). As an affiliate you will be representing TsED and may not do so in a manner that is damaging to our name. You may post to newsgroups, send mailings or advertise to current customers so long as these types of advertising are welcome by said groups. If at any time it comes to TsEDs attention that spamming or advertising in a way that is unwelcome or represents TsED in a damaging manner is discovered, immediate termination may result with pending balances owed to you considered forfeit.

Grant of Licenses

We grant you the right to use links, logos, trade names, trademarks and similar identifying materials (Licensed Materials) that we authorize to you in accordance with the terms of this agreement. You are only entitled to use these Licensed Materials so long as you are a member in good standing with TsED Affiliate Program.

Disclaimer

TsED makes no warranties regarding the operation of our website and that it will be uninterrupted or error free. We make no warranties with respect to your potential to earn income from the affiliate program.

Representations and Warranties

You represent and warrant that this agreement has been delivered by you and constitutes your legal and binding obligation under this agreement. You have the full right, power and authority to enter into this agreement and be bound by the terms and conditions.

Indemnification

You hereby agree to hold harmless TsED and its agents, owners or operators any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses that arise from any misrepresentation or breach of agreement made by you or any claim related to your promotion of TsED.

Affiliate Application

Organization Name: _____

Federal Tax-Exempt Status or EIN: _____

Address: _____

Telephone Number: _____

Primary Contact/Title: _____

Email: _____

Affiliate Web Site: _____

Payment Information

Payable to: _____

Mailing Address to receive check: _____

PayPal Email Address if desired: _____

In Witness whereof, the parties listed below have executed this agreement as of the effective date.

Affiliate

Tara's Equine Designs

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____