

Influencer Partnership Agreement

This Agreement is entered into as of _____ (Date) by and between:

Company: Jay Hodge CDJR ("Company")

Address: 2505 East Jackson St, Hugo, OK 74743

Influencer: _____

Address: _____

Email: _____

Social Media Handles: @hodgewholesaleparts

1. Purpose

Company engages Influencer to promote Company's products and services through social media content creation and sharing. Influencer agrees to promote Company's brand and drive sales through Influencer's unique promotional code.

2. Promotional Code and Follower Discount

Company will assign Influencer a unique promotional code ("Promo Code") to share with Influencer's audience. This Promo Code will track all orders generated by Influencer's promotional efforts.

Follower Promo Code Benefit: When Influencer's followers use the Promo Code at checkout, they will receive a 5% discount on their order subtotal. There is no **minimum order amount** required. The discount is capped at \$30 per order, meaning the total discount applied to any single order will not exceed \$30.

This Promo Code is intended for Influencer's followers and general customers and may not be used for wholesale, resale, or other unauthorized purposes.

Influencer's Assigned Promo Code: _____

3. Tiered Commission Structure

Influencer will earn commission on the total monthly sales attributed to Influencer's Promo Code, based on the following performance tiers:

- **Tier 1:** 2% commission on monthly subtotal sales from \$0 to \$2,999.99.
- **Tier 2:** 3% commission on monthly subtotal sales of \$3,000 to \$5,999.99.
- **Tier 3:** 4% commission on monthly subtotal sales of \$6,000 and above.

Commission Base: For each calendar month, commission is calculated on the total subtotal of all completed sales attributed to Influencer's Promo Code. "Subtotal" means the total product price before taxes, shipping, and any discounts, coupons, or store credits are applied.

Calculation Method: At the end of each calendar month, Company will calculate the total subtotal of all eligible sales using Influencer's Promo Code, determine the applicable tier for that month, and apply the corresponding commission rate to that monthly subtotal.

Minimum payout threshold: \$0 (all earned commissions will be paid).

Payout schedule: Commission for each calendar month will be calculated after month-end and paid to Influencer within 7 days of month end.

Payment method: Commission payments will be made by check or PayPal, at Company's discretion unless otherwise agreed in writing by both parties.

Example: If Influencer's Promo Code generates \$5,000 in subtotal sales during a calendar month, Influencer will qualify for Tier 2 and earn \$150 commission for that month.

4. Influencer Personal Pricing

As a valued partner, Influencer will receive special pricing on personal orders for Influencer's own use.

Influencer Personal Pricing: For Influencer's own personal orders, Company agrees to sell products at Company's cost plus 5% (cost + 5%). Influencer will pay Company's standard shipping rates on all personal orders. This pricing is for Influencer's personal use only and may not be shared with others, used for resale, or used to place orders on behalf of others.

This structure may result in substantial savings for Influencer and may exceed 60% off MSRP on certain products, depending on Company's internal cost and retail pricing.

5. Content Expectations

There is no minimum posting requirement under this Agreement. However, Influencer understands that the more Influencer posts and the more sales Influencer produces, the more Influencer can earn through the tiered commission structure.

Recommended best practices include:

- Regular posting on Influencer's primary platforms.
- Tagging Company's official social media page in relevant posts.
- Including a direct link to Company's website.
- Clearly mentioning or displaying Influencer's Promo Code in promotional posts.
- Including clear disclosure of the partnership as required by law.

Company Website URL: <https://www.hodgewholesaleparts.com/>

Company Social Media Pages: Instagram, Facebook, TikTok

6. FTC Disclosure Requirements

Influencer understands and agrees to comply with all Federal Trade Commission (FTC) guidelines regarding endorsements and testimonials. Influencer must clearly and conspicuously disclose the material connection with Company in every promotional post.

Acceptable disclosures include, for example: “#ad”, “#sponsored”, “#partner”, “Paid partnership with [Company]”, or similar clear language. Disclosures must be placed where they are easily noticed and understood by the audience. Platform-specific disclosure tools should be used when available.

Failure to include proper disclosures may result in termination of this Agreement and potential legal liability for both parties.

7. Term and Termination

- **Effective Date:** This Agreement begins on the date it is signed by both parties and continues until terminated by either party.
- **Termination:** Either party may terminate this Agreement at any time with 14 days’ written notice to the other party.
- **Effect of Termination:** Upon termination, Influencer will receive commission payment for all qualifying orders placed before the termination date. Influencer must remove or clearly mark as outdated any promotional content containing the Promo Code within 7 days of termination, if requested by Company.

8. Independent Contractor Status and Tax Reporting

Influencer is an independent contractor and not an employee, agent, or partner of Company. Influencer is responsible for all taxes, insurance, and other obligations related to income earned under this Agreement. Company will not withhold taxes or provide employee benefits.

- **Form W-9 Required:** Before receiving any commission payments, Influencer must complete and submit IRS Form W-9 to Company.
- **Form 1099-NEC:** If Influencer’s total commission payments meet or exceed the applicable IRS reporting threshold in a calendar year, Company will issue Influencer a Form 1099-NEC by the required deadline for the following year. Influencer will receive a copy for tax filing purposes.
- **Tax Responsibility:** Influencer acknowledges that all commission income is taxable and must be reported on Influencer’s personal tax return.

9. Content Rights and Usage

- Influencer retains ownership of all content created under this Agreement.
- Influencer grants Company a non-exclusive, royalty-free license to repost, share, and use Influencer’s promotional content on Company’s website, social media, advertising, and marketing materials, with proper credit to Influencer.

- Company may use such content during the term of this Agreement and for 90 days after termination, unless Influencer requests earlier removal and Company agrees.

10. Content Standards and Brand Protection

Influencer agrees that any content created, published, or shared in connection with this Agreement:

- Will not contain nudity, sexually explicit material, or sexually suggestive content.
- Will not contain racism, racist language, hateful conduct, discriminatory statements, or offensive symbolism.
- Will not promote violence, illegal activity, harassment, or abusive behavior.
- Will not include false, misleading, defamatory, obscene, or offensive material.
- Will not include any content that could reasonably make Company look bad, harm Company's reputation, or negatively affect Company's brand in any way.

Company may, in its sole discretion, require removal or editing of any content that violates these standards or otherwise reflects poorly on Company. Repeated or serious violations may result in immediate termination of this Agreement.

11. Confidentiality

Influencer agrees to keep confidential any non-public information received from Company, including sales data, commission amounts, business strategies, and unreleased product information.

12. Modifications

Company may modify the terms of this Agreement, including commission rates, tier thresholds, program requirements, or other payment terms, with 30 days' written notice to Influencer. If Influencer does not agree to the modifications, Influencer may terminate this Agreement as provided in Section 7.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding Influencer's partnership with Company and supersedes all prior discussions or agreements. Any modifications must be made in writing and signed by both parties.

14. Governing Law

This Agreement shall be governed by the laws of the State of Oklahoma, without regard to its conflict of law provisions.

Signatures

By signing below, both parties agree to the terms and conditions outlined in this Influencer Partnership Agreement.

COMPANY:

Signature: _____ Date: _____

Printed Name: Marcus Jacobs

Title: E-Commerce Director

INFLUENCER:

Signature: _____ Date: _____

Printed Name: _____

Note: Influencer must also complete IRS Form W-9 before receiving first payment.