REFERRAL GROUND FLOOR PARTNER AGREEMENT

Print Full Legal Name	SS or TIN #

Street Address	City	State	Zip

Phone	Fax	E-Mail

(a) The relationship of USAPhone.com (USA) and "Referral GFP" (GFP) established by this Agreement is that of an independent contractor. GFP and/or its employees are not employees of "USA" or of its affiliates or of its underlying providers for any purpose, and they have no power or authority in any capacity to represent, act for, bind, or otherwise create or assume any obligation on their behalf for any purpose whatsoever.

(b) GFP shall solicit leads and opportunities for the products and services of USA, its affiliates and its underlying providers. Such leads and opportunities shall be reported to USA in the manner prescribed by USA.

(c) COMMISSIONS – USA shall pay GFP a sole and exclusive compensation for all of its services hereunder performed by GFP 5% of the first $500.00 of net monthly recurring revenues and 10% of any monthly recurring revenues over $500.00 actually received by USA or its affiliates in each calendar month.

(d) Commissions are subject to change by USA upon 30 days written notice to GFP. Any and all changes effecting sales commissions to GFP shall pertain to new business generated after and not prior to the effective change date.

(e) Minimum Monthly Payout: Earned commissions of less than $50 in any month will not be paid and will be added to commissions earned in succeeding months until the minimum of $50 is reached.

(f) MINIMUM REQUIREMENTS for Recurring Commissions – Any statements herein to the contrary notwithstanding, this paragraph shall apply. This Agreement is an incentive for GFPs to generate leads and is not designed to lower cost or to get commissioned on a single sale or on GFP's own system. Therefore, participating GFPs shall be subjected and held to both of the following conditions in order to maintain an active status with USA :
i. GFP must provide at least one new referral or sale for a Hosted System every twelve months AND
ii. GFP must be receiving Hosted system commissions of at least $50 monthly after 12 months,

(g) Term of Agreement. The term of this Agreement shall be for one (1) year from the date of execution of this Agreement. This Agreement shall automatically renew for subsequent one (1) year periods unless one party gives the other written notice of intent to cancel no later than thirty (30) days prior to the expiration of the original Agreement or subsequent term hereof.

(h) Proprietary Information. The parties hereby agree that neither shall use any confidential and or proprietary information learned as a result of exercising this agreement to solicit other business from each other's customers brought in under this Agreement. Similarly, Both parties agree to keep confidential and not disclose any and all information relating to the business or affairs of either party.

(i) At no time can commissions paid on this agreement be combined with other or additional incentive referral benefits that may be offered by USA Phone.

(j) It is understood that no payments will be made until GFP completes and files with USA an IRS Form W9.

Agreed and Accepted by:

X_____Date_____	X_____Date_____
For Referral GFP	For USA Phone