GROUND FLOOR PARTNER REFERRAL AGREEMENT (GFP-R)

_____
Print Full Legal Name

_____	_____	_____	_____
Street Address	City	State	Zip

_____	_____	_____
Phone	Fax	E-Mail

(a) The relationship of USAPhone.com (USA) and "Referral GFP-R" (GFP-R) established by this Agreement is that of an independent contractor. GFP-R 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-R shall report leads/opportunities to a designated USA representative. Any lead/opportunity reported to and sold by USA that originated from the GFP-R will be entitled to monthly commissions as follows:

(c) COMMISSIONS – USA shall pay GFP-R a referral fee at 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. **Get Fast Track Status** with 12 month ramp up plan, start off and maintain commissions at 10%. (*Must provide 1 lead every 3 months)*

(d) Commissions are subject to change by USA upon 30 days written notice to GFP-R. Any and all changes effecting sales commissions to GFP-R 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 GFP-Rs to generate leads and is not designed to lower cost or to get commissioned on a single sale or on GFP-R's own system. Therefore, participating GFP-Rs shall be subjected and held to both of the following conditions in order to maintain an active status with USA:
i. GFP-R must provide at least one new referral for a Hosted System every twelve months AND
ii. GFP-R 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-R completes and files with USA an IRS Form W9.

Agreed and Accepted by:

X_____Date_____
For Referral GFP-R

X_____Date_____
For USA Phone