

BonGoods Affiliate & Vendor Partnership Agreement

This Agreement (“Agreement”) is made as of [Insert Date], by and between BonGoods, Inc. (“BonGoods”), a California corporation with its principal business at [Insert Address], and the undersigned company or individual (“Vendor” or “Affiliate Partner”).

Both parties agree to the following terms and conditions:

1. Purpose

BonGoods operates an online interior design platform providing digital design packages, photorealistic renderings, and AI-assisted furniture sourcing.

This Agreement governs the Vendor’s participation in BonGoods’ affiliate and product partnership program, under which BonGoods may display, recommend, or link to the Vendor’s products or services on the BonGoods Platform and receive a commission for referred sales.

2. Relationship of the Parties

The relationship between BonGoods and Vendor is independent.

Nothing in this Agreement shall be construed to create a joint venture, employment, agency, or partnership relationship.

BonGoods has no authority to bind the Vendor to any obligation, and Vendor has no authority to bind BonGoods.

3. Vendor Responsibilities

Vendor agrees to:

Provide accurate and up-to-date product information, including images, pricing, and stock availability;

Ensure all products meet applicable safety, labeling, and consumer protection standards;

Fulfill all customer orders promptly and professionally;

Handle all aspects of shipping, returns, warranties, and customer support directly with the customer;

Notify BonGoods immediately of any product recalls, policy changes, or discontinued items.

BonGoods will not be responsible for any customer service or product fulfillment issues.

4. BonGoods Responsibilities

BonGoods agrees to:

Display or feature Vendor's products through digital design recommendations, affiliate links, or curated product lists;

Use Vendor content (e.g., images, descriptions) solely for promotional and design purposes;

Include Vendor's name and/or logo in affiliate materials with proper attribution;

Maintain transparency in affiliate disclosures in compliance with FTC guidelines.

5. Commission and Payment

BonGoods will receive a commission or referral fee for each qualifying sale made through a unique BonGoods affiliate link or tracking code.

Commission rates shall be mutually agreed in writing (typically between 5%–15% depending on the product category).

Payments will be made monthly, within 30 days of the close of each calendar month, once Vendor confirms verified transactions.

Vendor is responsible for issuing payment reports to BonGoods detailing completed sales, commissions, and adjustments.

BonGoods is not responsible for returns or chargebacks processed by the Vendor after commission payout.

6. Intellectual Property

Each party retains all rights to its own trademarks, logos, and creative assets.

Vendor grants BonGoods a non-exclusive, royalty-free license to display product images, descriptions, and related branding on the BonGoods website and marketing materials.

BonGoods will not alter Vendor's trademarks without prior written approval.

7. Confidentiality

Both parties agree to maintain the confidentiality of all non-public information shared under this Agreement, including pricing, commissions, and proprietary business strategies.

8. Warranties and Indemnification

Vendor represents and warrants that:

All products promoted through BonGoods are authentic, safe, and legally compliant;

Vendor owns or has the right to distribute the promoted products; and

No product materials infringe upon the intellectual property rights of any third party.

Vendor agrees to indemnify and hold harmless BonGoods from any claims, damages, or losses arising out of product defects, false advertising, or violations of law.

9. Term and Termination

This Agreement shall remain in effect for one (1) year from the Effective Date and automatically renew for successive one-year periods unless either party provides 30 days' written notice of termination.

BonGoods may terminate immediately if Vendor violates any provision of this Agreement or engages in conduct that may harm BonGoods' reputation or clients.

10. Limitation of Liability

BonGoods shall not be liable for any indirect, incidental, or consequential damages arising from this Agreement.

BonGoods' total liability shall not exceed the total commissions paid to it by the Vendor during the 12 months preceding any claim.

11. Governing Law

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

Any disputes shall be resolved through binding arbitration in Los Angeles County, California, in accordance with the rules of the American Arbitration Association (AAA).

12. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications regarding the subject matter herein.

Vendor / Affiliate Partner

Name: _____

Company: _____

Signature: _____ Date: _____

BonGoods, Inc.

Authorized Representative: _____

Title: _____

Signature: _____ Date: _____