



Partner Agreement Terms & Conditions

A business that joins the GiftEscapes.com Partner Network is referred to as a “Partner” and is provided marketing and business development services, as described below, and inclusion in the GiftEscapes.com gift certificate program.

A. GiftEscapes.com will do the following:

1. The Partner will be listed on the GiftEscapes.com web site and properly indexed according to services and products offered. This listing will be posted as soon as reasonably possible after the commencement of this Agreement.
2. The Partner will be listed in the next available edition of appropriate print promotional materials, if any.
3. Make payment to Partner within twenty (20) days of receipt for GiftEscapes.com gift certificates used to procure services or products at the Partner’s place of business, provided that:
 - a. The gift certificate is received at the GiftEscapes.com corporate offices within 45 calendar days from the expiration date, if any.
 - b. The gift certificate is received at the GiftEscapes.com corporate offices within 120 calendar days from the termination of this Agreement, if applicable.
 - c. Partner agrees that GiftEscapes.com is entitled to a 15% commission for developing the business. GiftEscapes.com will pay the Partner 85% of the value of gift certificate(s) returned. Partner keeps 100% of any and all sales dollars above the face value of the gift certificate and any revenue generated from repeat customers not using a GiftEscapes.com gift certificate.

B. The Partner will do the following:

1. Accept GiftEscapes.com gift certificates for all services and products, subject to the payment terms listed above. Customers using a GiftEscapes.com gift certificate shall be offered the same pricing for services and/or products as a customer not using a gift certificate.
2. Inform GiftEscapes.com of any problems with the program as soon as possible, so that they can be remedied.
3. If the authenticity of a gift certificate is in doubt, contact GiftEscapes.com at 1-800-921-0422 so that our records can be reviewed to determine the certificate’s authenticity.

C. Miscellaneous:

1. A business that joins the GiftEscapes.com Partner Network prior to the time that gift certificates are available for purchase on the GiftEscapes.com web site (“official web site launch”) shall be designated a “Charter Partner” and shall be identified as such on the GiftEscapes.com web site and in any available printed directory. **There are no fees for joining the GiftEscapes.com Partner Network as a Charter Partner.**
2. The entire value of the gift certificate must be redeemed on date of first use. If a balance remains on the gift certificate Partner may, at their discretion, issue the client its own gift certificate or credit for use on a future return visit.

3. GiftEscapes.com is not responsible for gift certificates that are lost or stolen. When sending gift certificates to the GiftEscapes.com corporate office for redemption, Partner may want to make a photocopy for their records and/or insure the value of the certificates being sent in the event the gift certificates are lost or stolen.
4. The term of this Agreement is for one (1) year from the date that this Agreement is accepted by GiftEscapes.com. The Agreement will automatically renew successively for one (1) year term limits. Either party may cancel this Agreement with 30-days written notice to the other party.
5. GiftEscapes.com and Partner are independent contractors. Neither party is the legal representative, agent, partner, joint venturer, or employee of the other party. Partner is not an agent of GiftEscapes.com and is not authorized to make any representation, contract, or commitment on behalf of GiftEscapes.com. Partner will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Partner's performance of services under this Agreement. Partner will in all matters relating to this Agreement act as an independent contractor. Partner will have no authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of GiftEscapes.com, or to represent GiftEscapes.com as agent, employee, or in any other capacity. Neither execution nor performance of this Agreement shall be construed to have established any agency, joint venture, partnership, or employer-employee relationship.
6. Partner agrees to indemnify, defend, and hold GiftEscapes.com harmless from and against any and all claims, damages, liabilities, judgments, costs, and expenses (including reasonable attorney's fees and disbursements) arising out of any action brought by any third party relating to services provided, or not provided, any product purchased, or any other aspect of a visit to Partner's place of business. This paragraph shall survive the termination or expiration of this Agreement.
7. GiftEscapes.com and Partner each agree to protect the terms and conditions of this Agreement as well as the confidentiality of each other's non-public business information and practices, and will not disclose such information without prior written consent. This paragraph shall survive the termination or expiration of this Agreement.
8. GiftEscapes.com reserves the right to deny membership in its Partner program for any reason.
9. These terms and conditions are subject to change and will be construed by the laws of the State of Virginia.