



Dealership Agreement

THIS AGREEMENT made this the ____ day of ____ 201_ by and BETWEEN: America's Best Home Products, L.C. ("Company") _____ ("Dealer").

WITNESSETH THAT IN CONSIDERATION of the mutual covenants and agreements herein contained, and subject to the terms and provisions hereinafter set out, the parties hereto agree as follows:

Brands Requested (indicate with initials): **__GF-14 __GF-16/18 __GDI __HWI __ OTHER**

1. The Dealer shall represent the Company's products within the Territory designated as _____, with full rights to market, sell, install and service commercial and residential customers.
2. The Company agrees to limit the number of authorized Dealers in the designated territory to a maximum of only one (1) approved Dealer(s).
3. The Dealer shall purchase from the Company, and the Company agrees to supply the initial inventory as listed in Appendix "A" of this Agreement.
4. In consideration of the mutual covenants and agreements herein and including the initial order set out above, the Dealer shall pay to the Company the sum of each item, plus any appropriate taxes and related shipping charges as invoiced by Company.
5. The Dealer agrees to devote due care and diligence in the carrying on of business as an Authorized Dealer; and to exercise extreme diligence in the marketing and installation of the products.
6. The Dealer agrees to supply and install the products in a good workmanship fashion in accordance with the laws of **your state** and direction provided by the Company for the Customer.
7. The Dealer agrees to maintain all confidential material, trade secrets, and other proprietary information of the Company in strict confidence and not to disclose same to any party or use to compete with or circumvent the product supplied by Company in any way.
8. The Dealer agrees to make every effort to provide the products and services of the Company to potential residential and commercial clients within the designated territory and without limiting the generality of the foregoing shall:
 - a.) Maintain a sufficient inventory of product to meet the demand of potential Clients and Customers for the products and services;
 - b.) Maintain a business and business telephone;
 - c.) Maintain client records, provide Company with customer information for warranty and marketing purposes by entering such information on Company website or via e-mail, and Dealer will be responsible for any business licensing and bonding, and shall bear its own

legal expense in doing business and generally operate completely and independently of the Company other than as set forth herein.

9. The Company agrees to sell to the Dealer, f.o.b. Plant, additional products at current listed prices of the Company. The products shall be shipped within fourteen (14) working days, upon written receipt of phone order, e-mail order or purchase order.
10. The Company agrees to grant to the Dealer the right of first refusal for such other allied or accessory products, which the Company may from time to time develop or acquire.
11. The Company agrees to provide the Dealer, all inquiries received directly or indirectly for the products within the Dealer's designated territory.
12. The Dealer agrees that all purchases are paid prior to shipping. In some cases, the Company will agree to a net Thirty (30) account; and in the event the account exceeds Thirty (30) days shall be subject to a rate of interest of Two Percent (2%) per month, Twenty Four Percent (24%) per year.
13. The responsibility of the Company for loss or damage to any of the Products ordered by the Dealer shall cease upon delivery of same to a common carrier, or upon the Dealer taking possession of the same at the Company's plant or service depot and any such Products shall then be at the risk of the Dealer. All claims for shortages, damaged or defective Products which may be the responsibility of the Company, which the Company shall be the sole judge, shall be made in writing by the Dealer within Fifteen (15) days after the date of delivery by the Company to a common carrier or the date on which the Dealer takes possession at the Company's plant or service depot, as the case may be. The Dealer agrees that it will not return any Products to the Company without obtaining the Company's consent thereto in writing. The Dealer further agrees that it will be responsible for, and prepay all transportation charges, for items returned to the Company for credit.
14. In the event the Dealer wishes to terminate the Dealership arrangements with the Company, said Company would be granted first option of right of purchase for an amount of monies agreed by both parties.
15. The Company agrees that in the event the Dealer desires to sell the Dealership to a third party, sales assistance will be provided to the Dealer in re-selling the Dealership in the territory herein described. A commission, to be determined by both parties, will be paid by the Dealer to the Company for the services and assistance provided for the re-sale of the Dealership.
16. The Company may terminate this Agreement, without notice or delay, upon the happening of any of the following events:
 - a.) The Dealer becoming insolvent or being unable to pay its debts as they generally become due;
 - b.) The Dealer making an assignment in bankruptcy; or
 - c.) A receiver or trustee of the Dealer being appointed provided such appointment is not vacated within Thirty (30) days from the date of such appointment.
17. This Agreement may be terminated by the Dealer on Thirty (30) days notice to the Company; or may be terminated by the Company in the event of a breach of the provisions of the Agreement and the un-remedied default after reasonable notice of the provisions of this Agreement as herein before provided.

18. Any notice, direction, or other instrument required or permitted to be given to the Company hereunder shall be in writing and may be given by mailing same, postage prepaid or delivering same, to **America's Best Home Products, L.C. at POB 40057, Mesa AZ 85274**. Any notice, direction or other instrument required or permitted to be given to the Dealer hereunder shall be in writing and may be given by mailing same, postage prepaid, or delivering same, addressed to the current Dealer's address.
19. This Agreement shall be governed by and construed in accordance with the laws of the, County of Maricopa, and State of Arizona.
20. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties.
21. The covenants and agreements herein contained shall endure to the benefit of and binding upon the parties hereto, their respective heirs, executors, administrators, successors, and approved assigns.
22. The parties agree that the Dealer is an independent business and not an agent, partner or joint venture participant. The Dealer may not use the business name America's Best Home Products, L.C. when licensing a business name.
23. This Agreement will remain in force for one year and will renew itself each year for an additional year on the anniversary from the date signed above, provided the Dealer purchases on an annual basis a minimum of \$10,000.00 worth of company products, subject to the terms of as set out herein.

IN WITNESS WHEREOF the parties hereto have affixed their hand the day and year first written above.

SIGNED, AND DELIVERED

Dealer: _____

By: _____ Title: _____

Company: America's Best Home Products, L.C.

By: *Ray Baxter*

Title: General Manager



"Faxed copies will be accepted by Company as original document"



Order Information

Name of New Dealer: _____

Shipping Address: _____ City, _____ State, ZIP: _____

Phone: _____ e-mail address _____

PAYMENT INFORMATION: Credit Card

Date: _____ Phone Number: _____

Customer Name: _____

Cardholder Name: _____

Street Address: _____ City, State and Zip: _____

Credit Card (Circle) Visa MC Exp Date: _____

Credit Card Number: _____ Security Code: _____

Billing Address: _____ City, State and Zip Code _____

Description of purchase: _____

I Authorize America's Best Home Products to charge the above credit card in the amount of \$_____ (plus S/H) for the above-described charges.

Signature: _____ **Date:** _____

(Must be signed by the person authorized on the credit card)

Garage Fans First Order Pricing Only

___ 1-GF-14 Garage Fan \$299.00 each + shipping

___ 5-GF-14 Garage Fans \$279.00 each + shipping

___ 10-GF14 Garage Fans \$269.00 each + shipping

___ 24-GF-14 Garage Fans \$249.00 each - shipping included (1 Pallet)**

****Garage Fans First Order Pricing Only****