



NON-STOCKING DEALER AGREEMENT

This **DEALER AGREEMENT** ("Agreement") is entered into between SLIDEMOOR, LLC, "SlideMoor", having its principal office at 24120 Production Circle, Unit #2, Bonita Springs, FL 34135, (herein called "the Company") and _____ having its principal office at _____ (herein called the "the Dealer").

WHEREAS, The Dealer and Company desire to work together to sell and promote the Company products. **THEREFORE**, according to the terms and conditions, the Company and Dealer agree as follows:

1. Appointment.

The Company hereby appoints the Dealer/Distributor as a non-exclusive Dealer of the Company products and Dealer hereby accepts such appointment.

2. Relationship.

The relationship between the parties is that of an independent contractor and nothing shall be construed to create a partnership, joint venture, or employer-employee relationship.

The primary point of contact for the Dealer will be _____. He can be reached at (____) ____ - _____ and/or emailed at _____.

3. Term.

This Agreement shall commence _____, 201__, and will be automatically renewed and extended each year, unless terminated in writing by one of the parties. This agreement may be terminated at any time. Termination does not void the relevant respective responsibilities of the Dealer and Company.

4. Products & Customers.

- A. "Products" shall mean the Company's products including but not limited to: The SlideMoor Boat Docking Systems (PLUS, STANDOFF, and FDB), Installation Packages, and any and all accessories as published by the Company.
- B. "Customers" shall mean any 3rd party purchaser of any Products from the Dealer.

5. Sale of the Products from the Company to the Dealer.

- A. Inventory. The Dealer will not be required to stock inventory.
- B. Price List. The Dealer shall be authorized to purchase Company products at a discounted rate as published within the most current Dealer pricelist.
- C. Orders. Dealer may submit orders over the phone or in writing. This submission constitutes a commitment to purchase by the Dealer. Company specifically reserves the right to reject any order or any part thereof for any reason at its sole discretion.
- D. Product Warranty. Company offers a 3-year limited manufacturer's warranty. The Product warranty only applies in situations with properly submitted warranty forms. See the warranty form for detailed information.
- E. Returns. The Company does not accept product returns unless accompanied by a return authorization. Therein Dealer may be required to pay return freight and a 10-20% restocking fee, depending on the circumstance. The Company reserves the right to refuse any products or components returned in poor condition. All assessments are made solely by the Company.
- F. Exclusivity & Territories. Company does not offer exclusivity or territories. The Company may sell Products to other Dealers and Customers at its sole discretion.
- G. Sales Taxes. Sales Tax will be applied on sales as appropriate by law.
 - i. Florida Dealers who do not hold a Resale Certificate for Sales Tax will be billed for



- sales taxes.
- ii. Dealers that hold a Resale Certificate for Sales Tax will not be billed for sales taxes. The Dealer is liable to collect sales taxes on the product sales.
- H. Shipping. The Dealer will pay all shipping costs for delivery of the Products and incur the liability associated with the shipping on damaged products or otherwise. F.O.B. origin.
- I. Payment Terms.
 - i. Payment is due to the Company in advance products ship.
 - ii. If stop payment is issued on a credit card or check, all fees are to be immediately paid by Dealer and balance is due in full to the Company.
 - iii. If for any reason there is an unpaid balance, the Dealer is liable to pay additional fees of 1.5% of the value of invoice each 30 days.
- J. Product Availability. Under no circumstances shall Company be held liable for its inability to fill accepted orders or for any unforeseen delay in filling accepted orders.

6. Sale of the Products from The Dealer to a Customer.

- A. Business Conduct. The Dealer shall promote the Products diligently and faithfully in a lawful, professional, and ethical manner.
- B. Promotion of Products. Company shall provide Dealer with marketing information concerning the Products, instructional material, advertising literature, and other Product data. Only Company approved information will be used in any representation, advertising, sales promotions, solicitation and all other actions as set forth in this Agreement.
- C. Modification of Products. The Dealer will not modify or re-design Company products and accessories in the Company's name. All Product modification is done at the sole risk of the Dealer or the Customer and voids the manufacturer's limited warranty.
- D. Customer Service. The Dealer shall promptly answer questions from Customers. If the Dealer cannot respond to inquiries in a reasonable time, the Dealer will forward inquiries to the Company. The Dealer shall also provide reasonable "after sale" support to Customers, at their request or the request of the Company, and generally perform activities as are reasonable to promote the Products and the goodwill of Company. Dealer shall maintain a record of customer complaints regarding the Products or the Company and immediately forward to them to the Company.
- E. Dealer's Customers. Dealer shall be responsible for its Customers and any liability or issues arising from their Customer, except as covered in the SlideMoor Product Warranty. The Company may assist the Dealer with Customers from time to time but this does not alter the responsibilities of the Dealer as outlined in this Agreement.

7. Rights and Responsibilities of the Dealer

- A. Continuing Education. The Dealer will successfully participate in Product & Company presentations, and any other assessments or instruction that the Company recommends to perform the duties as provided herein.
- B. Facilities & Licenses. Dealer agrees to provide itself with, and be solely responsible and liable for, (i) such facilities, employees, work performed, and business organization, and (ii) such permits, licenses, insurance, and other forms of clearance from governmental or regulatory agencies, as are necessary for the conduct of Dealer's business operations in accordance with this Agreement and all relevant laws.
- C. Insurance. Dealer shall provide the Company with proof of liability insurance with a \$500,000 minimum limit on the following: General Liability and Worker's Compensation U.S. L&H. The Dealer must list the Company as additional insured.
- D. Required Documents. Dealer shall provide Company with updated copies of relevant documents from 7 B and C, including General Liability, Workers Compensation U.S. L&H, Contractor's License, and other applicable license or insurance.
- E. Indemnification. Dealer will indemnify the Company for all liabilities including but not limited to misuse and improper installation of Company Products, negligence, misconduct, and actions in violation of this Agreement or any other issues that fall under the Dealer's responsibility.
- F. Advising of Changes. Dealer shall promptly advise Company of changes in Dealer's



organization that could affect the mutual business interests of Dealer and Company, whether harmful or beneficial.

- G. Trade Shows and Conventions. Dealer may attend and cover trade shows, conventions, and seminars with representation of the Company Products with written approval. The Dealer will pay for all expenses, unless Company agrees, in writing, to share certain costs.
- H. Proprietary Products. Dealer acknowledges the Company's patents, unique Products, trademarks, and copyrights and will not undertake to infringe upon or copy such. This applies to existing Products and future Products that may be developed and made known to Dealer.

8. Dispute.

- A. Litigation Last Recourse. The Company and the Dealer acknowledge that a legal dispute is a matter of last recourse and seek to avoid litigation and move forward in good faith to resolve any issues that may arise. Any issues must be first distilled to writing and have good faith efforts with written exchange to attempt to resolve such issue.
- B. Litigation Process. Should the issue proceed to litigation, Company and Dealer agree that any litigation between the parties shall be filed and pursued exclusively in the Court of Collier County, Florida. Neither party may claim the right to a trial by jury. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

9. Communication.

Dealer acknowledges that a good portion of business communication will happen over the phone or via email. Emails, Company notes, phone calls, etc shall be valid representations of the Dealer. Notifications from the Company shall happen primarily through email and phone via the above listed information in Section 2. Dealer acknowledges this as fully valid and appropriate means for communication, notices, etc.

10. Confidentiality.

Dealer shall not at any time, either during or after the termination of this Agreement, use any confidential or proprietary information in any way for its own account or the account of any third party, or disclose to any third party. This includes but is not limited to existing or future Products, Customers, & Agreements.

11. General

- A. This Agreement applies to all interaction between the Company and Dealer.
- B. Any changes must be mutually agreed to in writing by an authorized representative.
- C. Neither party may reassign their responsibilities to any 3rd party.
- D. This Agreement applies to any predated work between Company and Dealer.
- E. If any clause is found unenforceable, it shall be modified to best fit the relevant law and the rest of the Agreement shall all survive intact.
- F. Headings are for reference only.

[SIGNATURE PAGE TO FOLLOW]



The undersigned representative of the Dealer hereby authorizes that he or she has authority to legally bind the Dealer to this Agreement. This Agreement is binding upon signature or payment of invoices.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Dealer Agreement to be executed by their authorized representatives.

DEALER:

SIGNATURE

NAME

DATE

SLIDEMOOR:

John D'Orazio
Executive Partner | SlideMoor

