



### Authorized Dealer and Advertising Agreement

This agreement is made at Phoenix, Arizona as of the date set forth below, by and between Serfas Inc. d/b/a Serfas an Arizona corporation doing business at 2333 W. Utopia Road, Phoenix, Arizona 85027 and the below named dealer.

Serfas and the dealer agree to the following conditions upon which Serfas appoints the dealer as an authorized retailer of Serfas products. *Initial and sign below:*

\_\_\_\_\_ Serfas designs and distributes quality accessories to specialty retailers for resale to retail customers. Serfas holds the copyrights, trademarks, and trade names to the material of its catalogs and advertisements. To permit use of trade names and trademarks in your advertisements requires approval from your Serfas Sales Representative or Serfas' head office via fax or email.

\_\_\_\_\_ This dealer application applies solely to the retail stores listed below. A separate application will be required if dealer adds additional retail or electronic locations.

\_\_\_\_\_ Serfas dealers may not redistribute to third party resellers.

\_\_\_\_\_ All advertising, including but not limited to: catalog, television, cable, radio, billboard, mass mailing, exterior of dealer location or website must be in accordance with the advertising and MAP standards of Serfas. All promotions and advertising must be approved in writing by the Serfas advertising department. Closeout and or clearance items not applicable.

\_\_\_\_\_ If approved for online resale, dealer must provide seller ID where applicable (i.e. Amazon Seller ID).

\_\_\_\_\_ Serfas' advertising policy agreement has a zero tolerance policy. Violations do not expire and violations remain on dealers accounts. Dealers not in compliance with one or more of the MAP policies will be subject to a \$50 administrative fee per violation, a product shipping hold, or a potential partnership termination.

\_\_\_\_\_ Any and all debts, not settled in the terms set forth on the invoice, will result in the dealer forfeiting their discount, and free freight polices. If payment is late beyond 30 days, the dealer will incur an interest charge also set forth on that invoice.

\_\_\_\_\_ This agreement may be terminated by either party upon thirty days written notice, or by Serfas effective immediately in the event of a breach by the dealer of any of the dealer's obligations under this agreement. Also by Serfas if the dealer fails to pay its debts, becomes insolvent, files or has filed for a petition under applicable Bankruptcy and insolvent laws.

\_\_\_\_\_ Serfas maintains first right of refusal on buying Serfas branded product from dealers.

\_\_\_\_\_ This agreement shall be governed by the laws of the State of Arizona. Any controversy or claim arising out of relating to this agreement shall be submitted by the parties to binding arbitration in Maricopa County, Arizona. Pursuant to the rules of the American Arbitration Association.

Legal Name of Retail Store \_\_\_\_\_

Locations \_\_\_\_\_

Dealer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Position \_\_\_\_\_

Serfas Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Dealer Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_