

# CONTOUR DEALER AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Between CONTOUR PRO SUPPORT / KEYPORT GLOBAL and \_\_\_\_\_ (hereinafter called "Dealer").

In considerations of the mutual promises herein contained, the named parties agree as follows:

**1. CONTOUR / KEYPORT GLOBAL (hereinafter referred to as C/KG) agrees:**

- a. To appoint Dealer as one of its selected retail dealers at specific address or addresses and for the specific product categories mentioned herein.
- b. To provide the merchandise contemplated for resale pursuant to this agreement provided that all orders are subject to acceptance by C/KG at its home office and that C/KG shall not be held liable for any damages for failure to fill orders or delays in delivery caused by contingencies beyond reasonable control of C/KG.

**2. Dealer Agrees:**

- a. To accept appointment as an C/KG dealer.
- b. To maintain adequate facilities for display, testing, and demonstration of C/KG products for retail.
- c. To maintain a reasonable inventory representative of the C/KG line and reasonable annual volume of C/KG purchases.
- d. To display, advertise and promote retail sales of C/KG products to the best of Dealer's ability.
- e. To use C/KG trademarks, trade names, and copyrighted materials for the sole purpose of advertising and promoting the sale of C/KG products and only in the manner authorized by C/KG, and to cease forthwith any use thereof upon termination of this Agreement.
- f. To engage in no unfair or unethical trade practices, and to make no false or misleading representations with respect to C/KG or its products. Dealer shall make no warranties to customers with respect to C/KG products except as approved in writing by C/KG
- g. To promptly pay all invoices for merchandise shipped in accordance with Terms & Conditions as duty noted on such invoices and this Agreement.

**3. Dealer and C/KG Mutually Agree:**

- a. The relationship created herein is that of a vendor and vendee. Dealer shall be an independent contractor with respect to its performance hereunder and shall have no authority to assume or create any obligations on behalf of C/KG.
- b. C/KG shall have the right to discontinue sale of any or all products and parts, or change their design, at any time, without incurring any liability form Dealer.
- c. As inducement to C/KG for entering into this Agreement, Dealer represents that it is in a sound and substantial financial position. When reasonably requested by C/KG from time to time, Dealer shall furnish such financial statements as may be necessary to enable C/KG to determine Dealer's financial condition.
- d. Dealer shall notify C/KG 30 days in advance, in writing, when Dealer moves or establishes a new or different location, branch, or place of business, which may or may not sell C/KG products.
- e. Dealer is appointed an C/KG dealer by reason of C/KG's confidence in Dealer, which is personal in nature, and consequently this agreement shall not be assignable by Dealer, nor shall any of the rights granted hereunder be assignable or transferable without the written consent of C/KG.
- f. This Agreement may be terminated by either party hereto with or without cause by providing written 30 days in advance of termination. C/KG shall have the right to terminate this Agreement for cause upon 5 days written notice. The term "for cause" shall include non-performance of any of Dealer's obligations hereunder, including, but not limited to, failure to pay any indebtedness when due, breach of any act or omission by Dealer which C/KG's sole judgment adversely affects the interest of C/KG in promoting the marketing of its products. Neither C/KG nor Dealer shall be liable to the other in any way because of termination or expiration of this Agreement. Bankruptcy, appointment or a receiver for Dealer, or an assignment for the benefit of Dealer's creditors shall, upon the occurrence thereof, terminate this Agreement without notice or further action of either party hereto.

In witness Whereof, the parties hereto caused this Agreement to be executed in duplicate the day and year first mentioned above.

**Dealer** \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

**CONTOUR / KEYPORT GLOBAL**

By \_\_\_\_\_ Title \_\_\_\_\_

# U.S. Dealer Credit Application

Note: Please Allow Three weeks for initial reference checks prior to order processing. If initial order is rush, it can be shipped C.O.D. or payment can be made in advance. All information must be complete, or it will delay order processing and credit approval. This application will be used for a credit approval only and all information will be kept strictly confidential, thank you.

Today's Date \_\_\_/\_\_\_/\_\_\_

1. Official Firm Name: \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

2. Principal Business Activity & Type of Selling \_\_\_\_\_

3. Business is a [ ] Proprietorship [ ] Partnership [ ] Corporation in state of \_\_\_\_\_

4. Principle(s) and Title(s) \_\_\_\_\_

5. Name of person handling accounts payable \_\_\_\_\_

6. Years in Business \_\_\_\_\_ Years at Present Site \_\_\_\_\_ Building Owned \_\_\_\_\_ Rented \_\_\_\_\_

7. Branch Office & Locations \_\_\_\_\_

8. Your Bank Name \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Checking Account # \_\_\_\_\_ Person to Contact \_\_\_\_\_

## Trade References: (3 preferred)

1. Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

2. Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

3. Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

## Authorization

I, the undersigned, have applied for open account credit terms with C/KG, Inc., and do hereby authorize my bank and/or all vendors to release credit information to C/KG, Inc.

Firm Name \_\_\_\_\_ Date \_\_\_\_\_

Signed By \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_