

Pet Lounge Studios Drop Ship Agreement

This Drop Shipping Agreement, effective as of _____ is made and entered into by and between Pet Lounge Studios LLC. and _____.

Retailer wishes to sell and promote the products offered by Pet Lounge Studios on their web site located at www.petloungestudios.com and agrees to give all sales and/or orders resulting from the previously mentioned products solely to Pet Lounge Studios without question or reservation.

Term: Retailer and Pet Lounge Studios agree that the term of the agreement shall commence on its above written effective date and shall continue for a period of 1 year, and for as long thereafter as it is mutually agreed between retailer and Pet Lounge Studios.

Cancellation: If Retailer or Pet Lounge Studios is not satisfied with the program defined by this agreement, and the results thereof, either party may terminate this agreement by providing thirty (30) days written notice to the other aforementioned party. Pet Lounge Studios will provide product fulfillment for all sales obtained by Retailer in regards to any images of products supplied by Pet Lounge Studios. Pet Lounge Studios is not involved in the actual transaction between the Retailer and the Customer. Pet Lounge Studios is not the agent of either the Retailer or the Customer. Pet Lounge Studios retains all rights to all images of products provided and retains the right to prohibit the use of any and all images provided. Retailer may not use any of the images contained within the provided photos for any other purpose other than to gain sales, which will be given to the Pet Lounge Studios. Retailer may not use any images provided in any other medium than the specified website without prior written consent of Pet Lounge Studios. Pet Lounge Studios manufacturing facility shall be transparent in the shipping process (i.e. each package sent to the Customer will appear to have come from the Retailer directly).

Billing: Retailer's credit card and/or payment information must be provided to Pet lounge Studios before this contract can become valid. At the end of each business week the Retailer's credit card will be charged for the orders placed that week. Items will not be shipped until the credit card payment has cleared the Pet Lounge Studios merchant account (usually a 24-hour turnaround time). This process may be expedited at an additional charge.

Fees and Charges: Pet Lounge Studios will provide Retailer with a detailed listing of all items shown in the photos along with, but not limited to, the price they will be charged for each item, shipping amounts and any and all other charges which may be due in affiliation with each item. Pet Lounge Studios will also provide Retailer a set **Minimum Advertised Price Policy Agreement (MAP)**. The **MAP Agreement** which the retailer commits to honoring will need to be signed in conjunction with this contract. Retailer will pay all fees and charges

incurred with each item shipped by the Pet Lounge Studios directly to the Customer. The Drop Ship Handling Fee is included in the item costs.

Sales and Tax: Retailer agrees that it is the sole responsibility of Retailer to collect, report and remit all taxes to the correct tax authority for all business transactions, sales or revenue stemming from the sales of Pet Lounge Studios products. Retailer further agrees that Pet Lounge Studios is not obligated to determine whether a sales tax applies and is not responsible to collect report or remit any tax information arising from any transaction involving the images or photos provided.

Return policy: Wholesaler will provide a 5-day return policy during which a Customer may return an item that is undamaged, unworn, with tags still attached (at their own expense). Pet Lounge Studios will not provide any policy for any claims placed on an item after 5 days of being received. Wholesaler works hard to insure that all items leave their factory in good condition, so if a packaged item arrives with anything other than normal shipping marks than the customer is encouraged to decline the delivery and immediately contact us and file a claim. We will immediately ship the customer a replacement product. Orders originating outside of the Continental United States and Canada are final.

Bad address: Pet Lounge Studios will charge the retailer any and all fees associated with a bad address provided. If the apartment/suite number is not included or a bad postal code is provided and reshipping is required, there will be a re-shipping charge equal to the original shipping charge added to the Retailer's account. There will be a 25% restocking fee for all packages returned to Pet Lounge Studios because of a bad address being supplied.

Responsibility: Pet Lounge Studios is in no way responsible or liable for the success of the Retailer's website, the accuracy, or legality of its content and operation. Further, the Retailer has independently evaluated the desirability of participating in the Pet Lounge Studios Drop Ship Program and is not relying on any representation, guarantee or statement other than set forth in this agreement.

Right to Modify: Pet Lounge Studios retains the right to modify this agreement at any time. Changes will not be retroactive. If any modification is unacceptable to the Retailer, the recourse will be termination of the Retailer's participation in the Pet Lounge Studios Drop Ship Program. Continued participation will constitute acceptance of the modifications.

Severability: If any provisions or sections of this agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

VOID IF ALTERED

Retailer Information:

Company Name: _____
Street Address: _____
City, State, ZIP: _____
Phone Number: _____
Fax Number: _____
Email Address: _____
Company Representative: _____
Title: _____
Signature: _____
Date: _____

Wholesaler Information:

Company Name: Pet Lounge Studios LLC.
Street Address: 400 Clematis St. Suite #205
City, State, ZIP: West Palm Beach, FL 33401
Phone Number: 561-228-5168
Fax Number: 561-228-5166
Email Address: accounts@petloungestudios.com
Company Representative: Tarrah Hersey-Malagon
Title: VP of Operations
Signature: THM
Date:

Please sign and either fax back to (561) 228-5166 or email accounts@petloungestudios.com

Please remember to include a copy of your Resale Tax ID Certificate.