



Dealer Agreement

This dealer agreement between Icicles Eyewear (Icicles) and _____ (Dealer) is effective this _____ day of _____, 201____, where as the Dealer is applying to become an authorized retailer of Icicles branded products. This agreement sets forth both Icicle's and the Dealer's rights and obligations with respect to such dealership.

1. **Dealer Locations.** Dealer will sell Icicles products at the following locations only. Icicles products may not be sold by Dealer at any other location without prior consent of Icicles. Locations are listed below.

2. **Location Standards.** The following standards will apply to the locations Dealer will be working:

- The interior and exterior of Dealer's location(s) must be clean, professional and organized at all times.
- Sales personnel must be knowledgeable about Icicles products and be helpful and courteous to Icicles customers and potential customers.
- Dealer must purchase a minimum of \$5,000.00 annually to continue as an Icicles Dealer.

3. **Sales.** Dealer may sell Icicles products at the above listed locations only and may not sell via mail order, internet or any other media outlet without prior consent from Icicles.

4. **Advertising.** Dealer may not advertise Icicles products without prior consent of Icicles. This includes media outlets such as internet, print, television, outdoor advertising, business cards or any other forms of advertising.

5. **Trademarks.** Dealer agrees that they will only use Icicles trademarks and logos as authorized by Icicles.

6. **No Diversion Sales.** Dealer will not sell Icicles products to any entity or individual if that person has the intention of reselling Icicles products.

7. **Displays.** All displays provided by Icicles will remain the sole property of Icicles. Only Icicles products will be sold on Icicles displays.

8. **Terms of Sale.** Sales terms, returns and warranty details are set by Icicles. Payment in full will be due upon agreed terms of sale.

9. **Termination.** This agreement may be immediately terminated by Icicles if the Dealer breaches any provision of this agreement. The return of any Icicles products will have a 10% restocking fee. Dealer must have prior consent from Icicles before returning any stock.

10. **Legal Fees.** The prevailing party in any action under this agreement will be entitled to any legal fees associated with any court action.

11. **Acceptance of Agreement.** By signing below, Icicles conditionally accepts Dealer as an authorized retailer of Icicles products. Icicles reserves the right to inspect Dealer's work environment at any time. Icicles may cancel this agreement at any time should any issues arise and warrant such action.

Signed By: _____ Date: _____ Signed By: _____ Date: _____
(Icicles Eyewear) (Dealer)

Print Name: _____ Print Name: _____
(Icicles Eyewear) (Dealer)