

Steve Millen Sportparts, Inc.
(STILLEN & Street Scene Equipment)
Authorized Dealer / Installer Application

Company name _____
DBA _____
Key contact name _____
Alternate contact _____
Street address 1 _____
Street address 2 _____
Shipping address _____
City _____
State _____ Zip _____
Contact phone # _____
Contact email address _____
Number of years in business _____

Major Lines Sold

1. _____ 3. _____
2. _____ 4. _____

No. of Storefronts _____ Primary Market Served _____

Website Address: _____

Shop Equipment in Place i.e. Lifts, Alignment, Dyno etc.

Particular Areas of Specialization or Expertise

Please submit interior and exterior images of your facility including your mechanics' area.
By signing below you agree to all provisions of the Steve Millen Sportparts, Inc.
Authorized Dealer Agreement (next page).

Signature: _____ Title: _____ Date: _____

If approved, Steve Millen Sportparts, Inc. will countersign this agreement below
and send the dealer a copy.

Steve Millen Sportparts, Inc. Authorized Signature: _____

Title: _____ Date: _____

GENERAL PROVISIONS

1. By the mutual execution of these documents, STEVE MILLEN SPORTPARTS, INC. appoints the above as a non-exclusive Steve Millen Sportparts, Inc. Authorized Dealer / Installer (hereafter DEALER) of Steve Millen Sportparts, Inc. Products, and DEALER accepts said appointment.
2. Continuation of the Steve Millen Sportparts, Inc. Authorized Dealer / Installer Status is dependent on the DEALER Maintaining superior service levels and reasonable sales levels as determined by Steve Millen Sportparts, Inc.
3. Both Steve Millen Sportparts Inc. as a manufacturer and you as a Steve Millen Sportparts, Inc. Authorized DEALER / Installer recognize that the quality of Steve Millen Sportparts, Inc. and the professionalism and reputation of Steve Millen Sportparts, Inc. and the DEALER are both essential to our mutual success.
4. By appointing you as a Steve Millen Sportparts, Inc. Authorized DEALER / Installer, you have demonstrated to Steve Millen Sportparts, Inc. satisfaction that you currently meet all of Steve Millen Sportparts, Inc. guidelines for authorized DEALERS and have the capability to be an effective seller and installer of Steve Millen Sportparts, Inc., and by executing this Agreement, you warrant and represent that you will continue to meet these.
5. DEALER acknowledges receipt of Steve Millen Sportparts, Inc. MAP policy. Steve Millen Sportparts, Inc. and DEALER acknowledge the following:
6. It is in their mutual best interests that all retailers selling Steve Millen Sportparts, Inc. Products have the ability to provide and continue to provide quality services in their sale and marketing of Steve Millen Sportparts, Inc. Products.
7. It is critical to the reputation and image of Steve Millen Sportparts, Inc. Products that all DEALERS selling Steve Millen Sportparts, Inc. Products be thoroughly knowledgeable concerning Steve Millen Sportparts, Inc. Products in order that they can counsel consumers as to their best use.
8. Steve Millen Sportparts, Inc. warranty obligations with respect to Steve Millen Sportparts, Inc. Products sold to DEALER will be solely determined by Steve Millen Sportparts, Inc. and limited to repair/replace or credit actual cost at our option. In no event will other incidental, consequential or other costs be considered. No warranty commitments or work may be done without the advance express written consent of Steve Millen Sportparts, Inc.

CHANGES IN PRODUCTS AND POLICIES

9. Steve Millen Sportparts Inc. may at any time add, change, or cease making available any Steve Millen Sportparts, Inc. part or product without notice to DEALER, and DEALER shall have no claim against Steve Millen Sportparts Inc. for failure to furnish parts or products of the model, design or type previously sold, or otherwise.

10. Steve Millen Sportparts, Inc. may at any time change warranty or service policies without incurring any liability to DEALER.

11. DEALER or Steve Millen Sportparts, Inc. may terminate this Agreement at any time, with or without cause, upon notice to the other.

12. Nothing stated in this Agreement shall be construed as creating the relationships of employer and employee or principal and agent between Steve Millen Sportparts Inc. and DEALER. DEALER shall be deemed an independent contractor at all times with respect to its performance under this Agreement and shall have no right or authority to assume or create any obligation, express or implied, or to accept service of any legal process, on behalf of Steve Millen Sportparts Inc., except as specifically stated in this Agreement.

INDEMNIFICATION

13. DEALER agrees to indemnify and hold Steve Millen Sportparts, Inc. harmless from and against any and all claims, damages and liabilities whatsoever, asserted by any person or entity, resulting directly or indirectly from any breach by DEALER of this Agreement. Such indemnification includes the payment of all attorneys' fees and other related costs expended by Steve Millen Sportparts, Inc. in defending any such claims.

Agreed:

Signature: _____ Title: _____ Date: _____