



## *Texas Original Bar-B.Q. Pits*

### Authorized Dealer Application and Agreement

A.J. Saragusa Enterprises, LLC DBA: Texas Original Bar-B.Q. Pits (TOP) of Houston, Texas is making an important decision when issuing Authorized Dealer status to a reseller who wishes to join TOP's national network of dealers and sell TOP's quality products. Please provide the following information and confirm your understanding and agreement to the Terms and Conditions below:

Legal business name: \_\_\_\_\_ (Reseller)

DBA, if used: \_\_\_\_\_

Contact person (if different): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail for shipping/invoices: \_\_\_\_\_

E-mail for promos & news: \_\_\_\_\_

Bill-to address (Address for credit card): \_\_\_\_\_

Ship-to address (if different): \_\_\_\_\_

Please list ALL identities used for online sales websites: \_\_\_\_\_

\_\_\_\_\_

How did you hear about Texas Original Bar-B.Q. Pits? \_\_\_\_\_

What percentage of your sales will be from online? \_\_\_\_\_

Do you want to be listed on the TexasOriginalPits.com Store Locator? Yes / No

If yes, what address? \_\_\_\_\_

Have you sold Texas Original Bar-B.Q. Pits in the past? \_\_\_\_\_

If you are a Bar-B.Q. Grill/Smoker dealer, what brands do you carry? \_\_\_\_\_

\_\_\_\_\_

Do you carry any other Bar-B.Q. Pits or Smokers? If so, what brands? \_\_\_\_\_



## *Texas Original Bar-B.Q. Pits*

### **Authorized Dealer Agreement:**

To maintain Authorized Dealer status with TOP's, to be able to purchase and resell Texas Original Bar-B.Q. Pits products, and to have permission to use TOP's intellectual property, Reseller agrees to abide by the following Terms and Conditions:

- 1) Reseller must maintain complete, accurate and up-to-date business information as requested above and disclose all online and retail locations that carry TOP's products at all times.
- 2) Reseller must provide a valid business license or valid sales tax license upon request.
- 3) Reseller understands payment terms, when buying direct from TOP's, are pre-paid by credit card prior to delivery.
- 4) Reseller understands their obligations under TOP's Minimum Advertised Price Policy (MAP Policy) and agrees to abide by them. TOP's MAP Policy is attached and can always be found here: [www.TexasOriginalPits.com/MapPolicy](http://www.TexasOriginalPits.com/MapPolicy)
- 5) Reseller may only sell directly to end consumers in the 48 contiguous United States. All other inquiries must be referred to TOP's.
- 6) Reseller must not sell to B2B accounts, wholesalers, or freight forwarders/drop shippers for other retailers. Large or bulk orders may be subject to review.
- 7) Reseller must not sell on any 3rd party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, etc.) or direct messages on forums. Any such listing will result in revocation of Authorized Dealer status and any permission to use TOP's intellectual property would cease. Reseller acknowledges and agrees that TOP's may request immediate removal of any Reseller listing (that contains TOP's intellectual property) that exists on any 3rd party website.
- 8) Reseller must not re-package, re-label, or modify TOP's products in any way prior to selling.
- 9) Reseller must not re-SKU or bundle TOP's products without receiving prior written permission from Texas Original Bar-B.Q. Pits. Any bundling of TOP's products must adhere to TOP's MAP Policy.
- 10) Reseller must advertise the correct images for each Texas Original Bar-B.Q. Pits product and must clearly label all advertising and listings with the correct model names and descriptions.
- 11) Reseller will not advertise, market, display, or demonstrate non-TOP's products together with TOP's products in a manner that would create the impression that the non-TOP's products are made by TOP's, endorsed by TOP's, or associated with Texas Original Bar-B.Q. Pits.
- 12) Reseller must only take online orders via secure, PCI-compliant websites owned and operated by Reseller.
- 13) Reseller agrees and understands that Reseller may receive TOP's Intellectual Property which may include patent, trademark, and trade dress rights in the United States and in nearly every significant international market across the World. TOP's is granting Authorized Dealers a Limited non-exclusive, nontransferable, non-sublicensable right to TOP's trademarks (TOP's Luling, TOP's Pearsall, TOP's Corsicana, TOP's Spindletop, TOP's Ranger-Camper, TOP's Off-Set Smoker), trade names, service marks, designs or logos, copyright material in the United States during the term of this Agreement.

Authorized Dealer Agreement Continued on Page 3



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- 14) Reseller further agrees and understands not to disclose TOP's Confidential Business Information. "Confidential Information" means any non-public information whether oral or written, visual or otherwise, disclosed by TOP's to Reseller or to Reseller's affiliates or representatives of Reseller. Confidential Information includes any information revealed by TOP's which Reseller knows or reasonably should know to be proprietary and confidential in nature or traditionally recognized as proprietary or trade secrets of TOP's.
- 15) Reseller understands the permission to use TOP's intellectual property is reserved for Authorized Dealers in good standing only. Termination of Authorized Dealer status will result in immediate loss of this permission.
- 16) Reseller will not alter, modify, or use TOP's intellectual property in a way that confuses the public.
- 17) Reseller may not use any of TOP's intellectual property in business names, DBAs, domain names, or social media usernames.
- 18) Reseller must display the "Texas Original Bar-B.Q. Pits® Authorized Dealer" logo on any webpage where TOP's products are displayed or offered for sale. This logo is available from TOP's upon request.
- 19) Reseller may use "Texas Original Bar-B.Q. Pits® Authorized Dealer" in HTML page title tags (search descriptions).
- 20) Reseller may not imply that Reseller is a part of TOP's or has been granted a specific territory.
- 21) Reseller may not use the word "Official" to describe Authorized Dealer status.



## Texas Original Bar-B.Q. Pits

Reseller agrees that from time to time TOP's may modify or amend this agreement. Upon receiving notice of such modification or amendment either through the mail or electronically, Dealer consents to such modification or amendment by specifically consenting either directly or electronically or constructively by placing an order with TOP's after receiving such notice.

The parties agree that this agreement may be terminated by either party at any time with notice given to the other party. The parties further agree that upon termination, regardless of which party terminated, Authorized Dealer status and any permission to use TOP's intellectual property would cease.

The parties agree that this agreement is governed by the laws of the state of TEXAS and the parties further agree that actions to enforce this agreement may be brought in TEXAS and that Harris County, TEXAS courts have jurisdiction over the parties in any action relating to this agreement.

Reseller agrees to provide TOP's with appropriate **State Resale Certificate** before selling any products under this agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date signed by Texas Original Bar-B.Q. Pits below.

Reseller:

BY \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_  
(Print Name)

A. J. Saragusa Enterprises, LLC.(TOP's):

BY \_\_\_\_\_

\_\_\_\_\_

Kim Saragusa, Customer Service Manager

Date

After signing, scan and e-mail this form to [Sales@TexasOriginalPits.com](mailto:Sales@TexasOriginalPits.com) or fax to 281-741-4719 for account setup.



## *Texas Original Bar-B.Q. Pits*

### Texas Original Bar-B.Q. Pits® Minimum Advertised Price Policy (MAP Policy)

#### Introduction:

As the leading producer and innovator in the field of Texas Style Bar-B.Q. Pits, Grills, Smokers, Fire Pits and associated accessories, Texas Original Bar-B.Q. Pits. (TOP's) is very proud of its role in introducing the Texas Original Bar-B.Q. Off-Set Smoker, Grill, Fire Pits and accessories to Bar-B.Q. enthusiasts of all ages and abilities around the world. TOP's also values its reputation for building high-quality, innovative Bar-B.Q. products.

TOP's recognizes that our quality Authorized Dealers invest a lot of time and resources into educating the public about Texas Original Bar-B.Q. Pits products, training knowledgeable staff, and providing support services. TOP's is committed to supporting these efforts of our Authorized Dealers and maintaining the reputation of TOP's products for quality and innovation.

To maintain the high level of customer confidence in the quality of Texas Original Bar-B.Q. Pits and the TOP's brand, and to protect the investment of our quality Authorized Dealers, TOP's has unilaterally adopted a TOP's Minimum Advertised Price Policy. The MAP Policy was chiefly adopted because reseller advertising and sales practices which promote TOP's products primarily on the basis of price would be detrimental to quality Authorized Dealers' educational, training, and support efforts and to TOP's competitive position. Such activities can be harmful to TOP's brand, reputation, and competitiveness; and allow some resellers to take advantage of the educational, training, and support efforts of others. TOP's believes that such practices are unfair and discourages such efforts.

TOP's, in its unilateral discretion, will not do business with any reseller that intentionally advertises any MAP Product below its MAP price. TOP's believes that enforcement of the MAP Policy will make Texas Original Bar-B.Q. Pits more competitive and benefit all of its Authorized Dealers.

#### Policy:

1. TOP's recognizes that any Authorized Dealer can make its own independent decisions to advertise and sell any TOP's product at any price it chooses without consulting or advising TOP's. However, TOP's similarly has the right to make its own independent decisions regarding product allocations and participation of a reseller as an Authorized Dealer.
2. TOP's reserves the right, in its unilateral discretion, to take any action with respect to any reseller that violates this MAP Policy. This includes without limitation the right not to sell Texas Original Bar-B.Q. Pits to any reseller that violates this MAP Policy. Any reseller determined by TOP's to have violated this MAP Policy agrees to cease using TOP's intellectual property on any online or physical store or in any advertisement.
3. TOP's, at its sole discretion, may hire a third party to monitor or enforce the MAP Policy.
4. TOP's shall maintain an updated TOP's Price List of all TOP's products that will fall under this MAP Policy. TOP's reserves the right to update or modify this list at anytime.

MAP Policy Continued on Page 6



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5. All products listed will have a MAP price. Listing a price which is lower than the MAP price next to the featured MAP product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of Texas Original Bar-B.Q. Pits in any and all media. Many websites include features such as “Click for Price,” automated “bounce – back” pricing e-mails, preformatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, or other similar features which are all considered “advertising” under this MAP Policy. This MAP Policy also applies to any activity which TOP’s, in its sole discretion, determines to be designed or intended to circumvent the intent of this MAP Policy including solicitations for “group purchase” and the like.
6. Where TOP’s products are bundled with or sold as part of a package that includes other products, it shall be a violation of the MAP Policy to sell or advertise the bundle at a price that: (a) is lower than the total MAP of TOP’s products in the bundle or (b) violates the letter or spirit of the MAP Policy. It shall also be a violation of the MAP Policy if products are bundled with or sold as part of a package that includes products not pre-approved by TOP’s. Pre-approved products have been approved by TOP’s to ensure the product is up to TOP’s standards.
7. It shall be a violation of this MAP Policy to include in any advertising for TOP’s products any additional discount, coupon, gift card, or other incentive that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any TOP’s product below MAP. Any such advertising will also be considered in light of the requirements of Section 6 above. For example, a gift card redeemable on a future purchase would be considered an “other product” under Section 6 and would be a violation of this MAP Policy.
8. If a reseller has multiple stores and violates this MAP Policy with any store, TOP’s will consider this to be a violation by all of the reseller’s locations.
9. Resellers remain free to establish their own resale prices, but TOP’s reserves the right to cancel all orders, indefinitely refuse to accept any new orders, and terminate the Authorized Dealer status of any reseller following TOP’s verification that such reseller has advertised any TOP’s product at a net sales price less than the current MAP price established by TOP’s, or if the reseller has violated this policy in any other way.



# ONGOING CREDIT CARD AUTHORIZATION FORM

## ONGOING CREDIT CARD AUTHORIZATION

### DEAR VALUED CUSTOMER

Keeping your credit card information on file with Texas Original Bar-B.Q. Pits can greatly speed up the order process without having to resubmit credit card information each time you place an order. If you would like to keep your credit card information on file with Texas Original Bar-B.Q. Pits, please fill out the following form.

PLEASE PRINT LEGIBLY OR TYPE

## ONGOING CREDIT CARD AUTHORIZATION

I AUTHORIZE TEXAS ORIGINAL PITS TO CHARGE MY:



CREDIT CARD NUMBER \_\_\_\_\_  
(16 DIGITS ON FRONT OF CARD)

CREDIT CARD CVV \_\_\_\_\_  
(LAST 3 DIGITS ON BACK OF CARD)

CREDIT CARD EXPIRATION DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(MM/YY)

BILLING ADDRESS STREET NUMBER \_\_\_\_\_  
(STREET NUMBER ONLY)

BILLING ZIP CODE \_\_\_\_\_  
(ZIP)

CARDHOLDER'S NAME \_\_\_\_\_  
(PRINT NAME ON CARD)

CARDHOLDER'S SIGNATURE **X** \_\_\_\_\_  
(CARDHOLDER'S SIGNATURE)

PLEASE RETURN COMPLETED FORM TO:

Texas Original Bar-B.Q. Pits  
P.O. BOX 273041  
Houston, Texas 77277 usa

LOCAL PHONE (713) 369-3138

FAX (281)741-4719

E-MAIL Sales@TexasOriginalPits.com

DATE (MM/DD/YYYY)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

I understand that my signature on this form will serve in lieu of my authorized signature on the credit card slip. I understand that once my order has been processed and shipped I may not cancel my order. If I refuse my order once it has been shipped, I agree to be responsible for all shipping and handling charges both ways.

To cancel Automatic Charge to your credit card, simply call us and let us know. This signature guarantees ALL On-Going credit card charges until canceled.

I understand that there are no refunds or returns on special orders. I have read and fully understand the above conditions. The above information provided to Texas Original Bar-B.Q. Pits for charge purposes shall be held in strict confidence.

**X** \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(\*AUTHORIZED SIGNATURE) (MM/DD/YYYY)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_ (TITLE) \_\_\_\_\_ (PHONE) \_\_\_\_\_ (E-MAIL)