

## PARTY AT YOUR DOOR RESELLER AGREEMENT

This Reseller Agreement (the "Agreement") is made and entered into as of [EFFECTIVE DATE] (the "Effective Date") between Party At Your Door LLC having a principal office at 3201 Spaniel Dr. Austin, Texas 78759 ("Company"), and [RESELLER], having its principal office at [RESELLER PRINCIPAL OFFICE ADDRESS] ("Reseller").

The Reseller wishes to be appointed a reseller of some or all of the Products and Party At Your Door is willing to make such appointment.

Party At Your Door and the Reseller agree to the terms contained in this Agreement.

### 1. Appointment of Reseller

1.1. **Authorization and Appointment.** Party At Your Door authorizes and appoints the Reseller as a non-exclusive reseller to market and sell Party At Your Door Products.

1.2. **Restrictions on Appointment.** The Reseller's authorization from the Party At Your Door to resell Party At Your Door Products is limited to the [DESCRIBE TERRITORY]. Additional sales locations must be pre-approved by Party At Your Door. Resellers shall not promote, market, advertise, offer to sell or sell any product on or through any online marketplace or auction service (e.g., EBay, Amazon Marketplace or like websites), except as may be expressly consented to by Party At Your Door in writing and in advance, and it being understood that Party At Your Door may withdraw its consent at any time.

1.3. **Revision of Authorization.** Party At Your Door reserves the right to revise the list of Products at any time during the term of this Agreement. Party At Your Door will notify Reseller of such revisions.

### 2. Orders

2.1 **Orders and Reorders.** Initial orders must be a minimum of \$250+ with reorder of \$100+.

2.2. **Purchase Orders.** All orders for the Products must be submitted via email at [contact@partyatyourdoor.com](mailto:contact@partyatyourdoor.com), or via PartyAtYourDoor.com.

2.3. **Acceptance.** Party At Your Door shall, within three (3) business days of receipt of the Order from the Reseller, communicate in writing (email being an acceptable form of writing) its acceptance or rejection of the Purchase Order. Any orders not confirmed or rejected within the said three (3) business day period shall be deemed to have been accepted.

2.4. **Cancellation.** Orders may be canceled without penalty within 3 business days of the order date. Cancellations after this period will be subject to a 10% restocking fee.

2.5. **Returns.** Returns are available if initiated within 10 business days of receipt, if all items are returned in their original condition. Return shipping is the responsibility of the buyer. All returns are subject to a 20% restocking fee. Returns due to damage after delivery will not be accepted. If items are damaged during shipping, they will be replaced at no additional charge.

### 3. Delivery and Shipment

3.1. **Delivery.** All orders will ship within 10 business days of the order being placed

3.2. **Cost of Delivery.** All orders will ship by USPS with insurance and delivery confirmation at the expense of the buyer. Orders over \$300 will receive free USPS Priority Mail shipping.

3.3. **Failure or Delay in Delivery.** Party At Your Door shall make commercially reasonable efforts to meet the estimated delivery date, but shall not be liable for failure to deliver or for any delay or effort in delivery of the Products. In case Party At Your Door cannot meet the estimated delivery date, Party At Your Door shall promptly notify the Reseller, and discuss in good faith the appropriate delivery date.

3.4. **Shipment.** Party At Your Door shall ship the Products directly to the Reseller, not to any Reseller customer unless otherwise specifically agreed between Party At Your Door and the Reseller. Unless otherwise specified on the Purchase Order, delivery shall be made to the Reseller's address specified on the first page of Agreement, or address mutually agreed between Party At Your Door and the Reseller.

4. **Price: see "MAP Agreement"**

### 5. Payment

5.1. **Payment Terms and Method.** All orders must be paid by major credit card or business check upon shipment of the order.

5.3. **Payment Net of Taxes.** The fees do not include any taxes, import or export fees, duties, or similar charges, all of which are the Reseller's responsibility.

### 6. Reseller Responsibilities

6.1. **Marketing.** The Reseller shall use its best efforts to market, advertise, and otherwise promote and sell the Products.

6.2. **Employee Training.** The Reseller shall ensure that any of its employees who are responsible for the marketing and sales of the Products have proper skill, training and background to enable them to provide such marketing and sales in a competent and professional manner.

6.3. **Repair and Evaluation Materials.** The Reseller shall maintain adequate spare units, and evaluation units necessary to provide marketing, sales, and technical support service to Reseller customer.

6.4. **Support.** The Reseller shall be responsible for all first level of support for the Reseller customers (e.g., initial response, problem identification and problem resolution.) The Reseller agrees to provide and make available a sufficient number of trained personnel to provide such support for the Reseller customers.

## 7. Confidential Information

7.1. **Protection of Information.** Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information.

7.2. **Non-Disclosure and Non-Use.** Neither party shall disclose to third parties the other's Confidential Information without the prior written consent of the other party. Neither party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement.

7.3. **Notification of Employees and Agents.** Each employee or agent of Reseller, performing duties hereunder, shall be made aware of this Agreement and shall execute a document that binds said employee or agent of Reseller to the same level of confidentiality contained herein.

7.4. **Definition of Confidential Information.** The term "Confidential Information" includes all material non-public business-related information, written or oral, disclosed or made available to either party, directly or indirectly, through any means of communication or observation.

## 8. Termination

8.1. **Termination.** Either party may terminate this Agreement, effective immediately upon written notice to the other party if:

(a) the other party materially breaches any term of this Agreement and fails to cure such breach, which is a curable breach, within thirty (30) days after receipt of the non-breaching party's written notice of such breach;

(b) the other party materially breaches any term of this Agreement which is not capable of cure;

8.2. **Termination on Insolvency.** This agreement will terminate immediately upon either party's insolvency, bankruptcy, receivership, dissolution, or liquidation.

8.3. **Effects of Termination.** Upon any termination:

(a) Reseller shall cease to be an authorized reseller of Product and all rights granted to Reseller hereunder shall cease;

(b) Reseller shall immediately:

(i) cease all use and distribution of the Product;

(ii) discontinue any use of the Marks; and

(iii) cease to promote, solicit or procure orders for the Product.

8.4. **Continuing Obligations.** The termination of this Agreement shall not release Reseller from the obligation to pay any sum that Reseller may then owe to Party At Your Door or from the

obligation to perform any other duty or to discharge any other liability incurred by Reseller prior thereto.

## 9. Indemnification

9.1. **Indemnity.** Reseller shall indemnify and hold Party At Your Door harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) which Party At Your Door incurs as a result of any claim based on any breach of any representation or agreement by Reseller under this Agreement or any breach of this Agreement by Reseller.

## 10. Limitation of Liability

10.1. **Damages.** In no event will Party At Your Door be liable for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages or liabilities whatsoever arising from or relating to the product, the product content or this agreement, whether based on contract, tort (including negligence), strict liability or other theory, even if Party At Your Door has been advised of the possibility of such damages.

10.2. **Maximum Liability.** In no event will Party At Your Door liability exceed the monies paid by the Reseller to Party At Your Door. The existence of more than one claim will not enlarge or extend this limit.

## 11. General Provisions

11.1. **Notice.** Any notices required or permitted shall be given to the appropriate Party at the address specified above, or at such other address as the Party shall specify in writing, and shall be effective upon actual receipt.

11.2. **Assignment.** The parties may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of the party, which shall not be unreasonably withheld.

11.3. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11.4. **Amendments.** No change or modification of this Agreement will be valid unless it is in writing and signed by each party to this Agreement.

11.5. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. In the event of a threatened default or default as a result of any of the above causes, the defaulting party shall exercise its best efforts to avoid and cure such default. In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then the non-defaulting party may elect to terminate this Agreement and/or cancel or suspend any Purchase Orders thereunder by a written notice to the defaulting party.

11.6. **Export and Import Controls.** Each party shall be responsible for: (a) complying with all export restrictions, laws and regulations; (b) securing all permits and other licenses necessary to carry out its obligations under this Agreement; and (c) paying all tariffs, duties and the like, associated with its export of any goods or the use of any information in connection with the Products.

11.7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

[COMPANY]

/s/

Name:

Title:

Date:

[RESELLER]

/s/

Name:

Title:

Date: