



Dealer Agreement

The undersigned hereby makes application to become a Dealer of YoYoJam products. In doing so the undersigned certifies, understands and agrees to the following:

1. The undersigned is an authorized agent of the applicant and is duly empowered to enter into and make binding agreements on its behalf.
2. All goods purchased hereunder from YoYoJam shall be for the purpose of resale.
3. All amounts charged under this account payable in full with the terms of sale established for the account.
4. In the event of default in payment of any due, the balance of the account shall, at the option of YoYoJam, be due and payable immediately.
5. If the account is placed in the hands of an agency or attorney for collection or legal action, to pay reasonable attorney's fees and other collections costs incurred.
6. To render prompt, effective, and courteous service with respect to the sale of YoYoJam products and merchandise, including all services to which a retail customer of YoYoJam is entitled.
7. To vigorously and aggressively promote the retail sale of YoYoJam products.
8. To provide and maintain clean, modern, and adequate facilities necessary for the proper merchandising and selling of YoYoJam brand products.
9. To only sell YoYoJam products at the retail premises or website set forth in this application and not to sell YoYoJam merchandise outside your store's premises or website or through online auctions without the prior written consent of YoYoJam.
10. To refrain from selling any products that infringe on patents owned by YoYoJam or directly copies YoYoJam designs.
11. That this is a non-exclusive relationship and may be terminated by either party at any time with or without cause.
12. To adhere to the Price Integrity Policy.
13. To maintain an adequate inventory of YoYoJam products necessary to service the retail customers of the applicant, including products representative of the entire YoYoJam line.
14. That minimum annual purchase requirements must be met to maintain Dealer status.
15. That YoYoJam is the sole and exclusive owner of the YoYoJam logo and artwork. The logo and artwork may be copied by the dealer only for promotional use within the dealer's store or website. Any other use of the logo and artwork including advertising, must be approved by YoYoJam.
16. That paragraphs 1 through 15 shall become a binding agreement if the undersigned is accepted as a Dealer of YoYoJam products. Paragraphs 1 through 15 will then represent the complete agreement between the parties, and there are no other agreements, oral or written, between the parties.

Applicant: _____ Date: _____

Signed by: _____ Title: _____